

General Terms and Conditions with International Applicability



General Terms and Conditions for the Handling of Cross-Border Parcels

1 Acknowledgement of the General Terms & Conditions

- 1.1 The customer's contractual partner is the forwarder mentioned in the offer (hereinafter: "forwarder"). These General Terms and Conditions apply to all services provided or managed by the forwarder within the DPD franchise system (hereinafter: "DPD"). They apply to receipt, dispatch, transport, handling, storage, and any actions related to this involving cross-border parcels, as well as to all other services in DPD.
- 1.2 The General Terms and Conditions will be acknowledged by conclusion of contract, even without submitting parcels. The customer agrees that these General Terms and Conditions apply to all future business regardless of repeated express reference, in particular in shipment orders made verbally, by telephone or telex. Deviating conditions of the customer that are not expressly acknowledged are not binding, even if they were not expressly objected to.
- 1.3 The agreement of the General Terms and Conditions does not affect the validity of conventions in their current valid version, if their provisions prescribe a deviating compulsory regulation, such as:
- Road transport: Convention on contracts for the international transport of goods by road (CMR);
 - Air transport: Warsaw Convention;
 - Sea transport: International convention on the unification of rules on bills of lading, supplemented by the Visby and SDR Protocols;
 - Rail transport: Convention on international rail transport (COTIF), including the uniform guidelines on transport contracts in international goods transport by rail (Schedule b – CIM)

2 General Information

- 2.1 A parcel for the purposes of these General Terms and Conditions is a parcel weighing 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.
- 2.2 The following are not accepted:
- 2.2.1 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);
- 2.2.2 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;
- 2.2.3 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);
- 2.2.4 Gift certificates and tickets worth more than EUR 520,- per parcel;
- 2.2.5 Furs, carpets, clocks, other decorative items and leather goods worth more than EUR 520,- per item;
- 2.2.6 In the case of international transport, goods that are prohibited from being imported or exported according to the requirements of international conventions or legal regulations of the corresponding country of ori-

gin, transit or destination, or requires special approvals, or goods that are excluded from transport in accordance with the shipping conditions of the service provider and DPD partner in the transit or destination countries concerned (supplemented by Annex 1/List of Excluded Goods);

- 2.2.7 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; firearms and parts thereof (barrel, drum, breechblock and other parts of firearms corresponding to these) in accordance with the Austrian Firearms Act;
- 2.2.8 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;
- 2.2.9 Parcels with dimensions or weight exceeding those described in paragraph 2.1.
- 2.3 If the customer still hands over parcels that are excluded from acceptance in accordance with paragraph 2.2, he is liable for all possible consequences.
- 2.4 If the forwarder finds out about an exclusion from transport in accordance with paragraph 2.2 after receiving the goods, DPD has the right to refuse further transport.
- 2.5 Acceptance of goods excluded in accordance with paragraph 2.2 does not constitute a waiver of an exclusion of transport.
- 2.6 Shipping orders that include the obligation of collecting freight, value or goods are not accepted. Exceptions require prior written agreement.
- 2.7 The forwarder may make the shipment of the parcel together with parcels of other customers.

3 Shipment Services and Fees

- 3.1 The shipment services of DPD comprise:
- 3.1.1 The provision of transport by carriers, of acceptance, of handling, of storage, and of delivery of parcels, whereby the choice of carrier is made with the care of a diligent businessman, or transport in its own name;
- 3.1.2 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);
- 3.1.3 Any necessary provision of second or third delivery; the number of delivery attempts may vary depending on the destination;
- 3.1.4 Return shipment to customer of parcels that cannot be delivered or were rejected by the recipient.
- 3.2 Alternative delivery
- 3.2.1 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.
- 3.2.2 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.
- 3.2.3 In all cases of alternative delivery, the recipient must be informed about this, specifying the name and

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- address of the neighbour or Pickup parcel shop.
- 3.3 Delivery in accordance with paragraph 3.1.2 is considered completed 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.
- 3.4 The forwarder receives the following fees for his shipping services:
- 3.4.1 The amount of the fee is agreed between the forwarder and the customer.
- 3.4.2 Costs of returns from abroad will be charged to the customer separately.
- 3.4.3 The forwarder will issue an invoice for the amounts payable (paragraphs 3.2.1 and 3.2.2), which will be payable immediately by the customer. Payments fall in arrears at the latest ten days after receipt of the invoice without the need for a reminder or other requirements, unless this legally occurred even earlier.
- 3.5 If shipping charges, costs or expenses are payable by a foreign recipient or have been prompted by him, the customer shall be liable if these amounts are not paid by the foreign recipient on first request.
- 3.6 Set-off or retention against claims from the shipping contract and related extraordinary claims are only permissible with counterclaims that are due and not subject to an objection.
- 3.7 The customer shall release the forwarder on first request from claims or additional claims for freight, payments or contributions for losses at sea, customs duties, taxes or other charges asserted against the forwarder—in particular as persons with the right to dispose of or proprietors of third-party goods—if the forwarder is not responsible for them.

4 Special Order Types

- 4.1 Pickup parcel shop delivery
- 4.1.1 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.
- 4.1.2 The storage duration in the Pickup parcel shop may vary between 7 and 14 calendar days in different destination countries. If the parcel is not picked up within the above-mentioned period, it will be returned to the sender. The destination countries must be agreed with the forwarder in writing.
- 4.1.3 In deviation from paragraph 2.1, 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.
- 4.1.4 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.
- 4.1.5 In deviation from paragraph 2.2, parcels with a goods value of more than EUR 265,- are excluded from acceptance.
- 4.1.6 In deviation from paragraph 6.1, indemnification in the event of damage is limited to a maximum of EUR 265,-

- per parcel.
- 4.1.7 In deviation from paragraph 6.2 of these conditions, higher insurance protection cannot be contracted.
- 4.2 DPD Return
- 4.2.1 The customer provides a return parcel slip to its customers (subsequent senders). The return parcel can be dropped off free of charge for the sender in selected countries in Pickup parcel shops. The payment is settled between the customer and the forwarder. Which Pickup parcel shops accept return parcels must be clarified with the forwarder.
- 4.2.2 In deviation from paragraph 2.1, 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.
- 4.2.3 Parcels for return via Pickup parcel shops 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.
- 4.2.4 In deviation from paragraph 2.2, parcels with a goods value of more than EUR 265,- are excluded from acceptance.
- 4.2.5 In deviation from paragraph 6.1, indemnification in the event of damage is limited to a maximum of EUR 265,- per parcel.
- 4.2.6 In deviation from paragraph 6.2 of these conditions, higher insurance protection cannot be contracted.
- 4.3 Predict
- 4.3.1 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. Countries where the service is offered must be clarified with the forwarder.
- 4.3.2 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.

5 Liability

- 5.1 The forwarder is liable for total or partial loss and damage to the goods, provided that the loss or damage occurs between the time of acceptance and the delivery of the goods. The liability is determined according to Art. 17-29 CMR, any non-contractual claims are excluded in accordance with Art. 28 CMR.
- 5.2 An increase in value of the maximum amounts according to Art. 24 CMR or a special delivery interest according to Art. 26 CMR are not agreed.
- 5.3 All goods that are excluded from acceptance by DPD in paragraph 2.2 are completely excluded from liability.
- 5.4 If loss or damage to the goods is not apparent from the outside (hidden defects), the sender is obliged to prove that the loss or damage occurred during the liability period and existed when the recipient accepted them.
- 5.5 No delivery deadlines are agreed.
- 5.6 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 seven days to the forwarder in writing. Art. 30 CMR applies to complaints.

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6 Insurance

- 6.1 For each parcel, there is an insurance of the value of goods plus shipping charges, up to a maximum of EUR 520,-.
- 6.2 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.
- 6.3 The insurance covers the forwarder's liability in accordance with paragraph 5 and transport damages beyond that up to the amount of the insured sum according to paragraphs 6.1 or 6.2. The insurance excludes all parcels otherwise insured.

7 Right of Lien/Unidentifiable Parcels

- 7.1 Due to all claims due and not due, which the forwarder has against the customer from the shipping contract, he has a right of lien and a right of retention to the goods or other assets in his disposal. If the right of lien or retention were to exceed the legal lien or retention right, it is limited to goods and assets that belong to the customer.
- 7.2 The forwarder may only exercise a right of lien or retention due to claims that are not related to the good if they are not in dispute or the debtor's financial situation jeopardizes the forwarder's claim.
- 7.3 Any additional legal rights of lien or retention of the forwarder will not be affected by the above provisions.
- 7.4 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.

8 Limitation Period

- 8.1 All claims, regardless of the legal grounds, expire in one year. In case of intent or fault equivalent to intent according to the law of the court of jurisdiction, the period of limitation is 3 years.
- 8.2 The limitation period begins
 - 8.2.1 In partial loss or damage, on the day of parcel delivery;
 - 8.2.2 In complete loss, on the sixtieth day after accepting the parcel by DPD;
 - 8.2.3 In all cases, upon expiry of a three-month period after conclusion of the shipping contract. The day on which the limitation period begins is not included in the calculation.
- 8.3 Expired claims also cannot be asserted by way of counterclaim or objection.

9 Place of Performance, Place of Jurisdiction, Applicable Law

- 9.1 The place of performance and jurisdiction is exclusively the location of the forwarder.
- 9.2 The contractual relationship is subject to Austrian law.

10 Confirmation of Receipt and Acknowledgement of the General Terms and Conditions

- 10.1 The customer acknowledges having received a copy of these General Terms and Conditions.
- 10.2 The customer hereby accepts the General Terms and Conditions.

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Annex 1 / List of Excluded Goods

Goods/Countries	Batteries not considered to be hazardous goods or hazardous goods in limited quantities (LQ/Limited Quantities)	Tobacco products	Alcohol including wine, beer and spirits	Liquids of all kinds and ice	Televisions or monitors with screens over 37 cm	Invitations to tender, documents on prequalification in connection with the award of a contract and test documents	Parcels with a value higher than EUR
AT	permitted	permitted	permitted	permitted	permitted	permitted	15,000
BA	excluded	permitted	permitted	permitted	excluded	permitted	13,000
BE	excluded	excluded	permitted	permitted	permitted	excluded	13,000
BG	permitted	excluded	permitted	excluded	permitted	permitted	1,500
BY	permitted	excluded	permitted	permitted	permitted	permitted	15,000
CH	excluded	permitted	permitted	excluded	permitted	permitted	13,000
CZ	permitted	excluded	excluded	permitted	permitted	permitted	13,000
DE	permitted	permitted	permitted	permitted	permitted	permitted	1,000
DK	permitted	excluded	permitted	permitted	permitted	permitted	13,000
EE	permitted	excluded	excluded	permitted	permitted	permitted	13,000
ES	excluded	excluded	permitted	excluded	permitted	permitted	13,000
FI	permitted	excluded	excluded	permitted	permitted	permitted	13,000
FR	excluded	excluded	permitted	permitted	permitted	excluded	13,000
HR	permitted	permitted	permitted	permitted	permitted	permitted	13,000
HU	permitted	excluded	permitted	permitted	permitted	permitted	13,000
IE	excluded	permitted	permitted	permitted*	permitted	permitted	13,000
IT	excluded	excluded	permitted	excluded	permitted	permitted	15,000
LT	permitted	excluded	excluded	permitted	permitted	excluded	13,000
LU	excluded	excluded	permitted	permitted	permitted	excluded	13,000
LV	excluded	excluded	excluded	permitted	permitted	permitted	13,000
NL	excluded	excluded	permitted	permitted	permitted	excluded	13,000
NO	permitted	excluded	excluded	excluded	permitted	permitted	13,000
PL	excluded	excluded	excluded	excluded	permitted	permitted	13,000
PT	excluded	permitted	permitted	permitted	permitted	permitted	3,750
RO	excluded	excluded	permitted	permitted	permitted	permitted	13,000
RS	permitted	permitted	permitted	excluded	permitted	permitted	13,000
RU	excluded	excluded	excluded	permitted*	permitted	permitted	13,000
SE	permitted	excluded	excluded	excluded	permitted	permitted	13,000
SI	excluded	excluded	permitted	permitted	permitted	permitted	13,000
SK	excluded	excluded	permitted	excluded	permitted	permitted	10,000
TR	excluded	excluded	excluded	excluded	excluded	permitted	5,500
UA	permitted	excluded	excluded	excluded	permitted	permitted	13,000
UK	excluded	excluded	excluded	excluded	excluded	excluded	13,000

permitted: can be transported
excluded: cannot be transported

* except for ice