

# Special Terms and Conditions

## Special Terms and Conditions of General Logistics Systems Austria GmbH (hereinafter referred to as "GLS Austria")

### 1. Scope of application

1.1 These Special Terms and Conditions (hereinafter referred to as "STC") shall apply to any and all activities of GLS Austria, in particular the dispatch, handling, transshipment, storage, as well as all arrangements for the carriage of parcels and freight items of express consignments within Austria and abroad, no matter whether performed by GLS Austria itself or by a third party acting on its behalf. In cases where any imperative provisions of law e.g. the Austrian Business Code ("UGB") or the CMR (Convention on the Contract for the International Carriage of Goods by Road, Geneva, May 1956 and Protocol of 5th July 1978, Geneva) or the Montreal Convention, each as amended from time to time provide otherwise these provisions shall prevail over the STC. As far as there are no regulations in these STC the provisions of the Business Code shall apply, as well as the General Terms and Conditions of Austrian Forwarders ("AOSp") with the exception of Sections X and XI and §§ 7, 35, and 54.

1.2 The customer takes note of the fact that GLS Austria works exclusively on the basis of these STC. Any terms and conditions submitted by the customer (no matter whether by separate document or printed onto any correspondence of the customer) shall not supersede the STC of GLS Austria.

1.3 **Any statements or warranties of a carrier or its employees or agents to the consignor, consignee or customer shall not be binding on GLS Austria to the extent that they go beyond or contradict these STC.**

### 2. Scope of services

2.1 GLS Austria provides transportation services which are carried out by independent carriers. Thanks to standardised operations, transportation is as economical and fast as possible. **The parcels and freight items of express consignments are transported as consolidated shipment, reloaded several times, and sorted and transported within the depots and reloading points with automatic conveyors.** The parcels and freight items of express consignments are scanned routinely when received at the GLS System, when running through a reloading point, when received at the inbound depot, when taken over by the delivery driver, as well as upon delivery to the consignee. Date and time of scanning are recorded in this process.

2.2 **GLS Austria is not obliged to conduct examinations** nor to take any measures for the conservation or improvement of the goods and their packing.

2.3 Collection or acceptance of parcels and freight items of express consignments is acknowledged on the documents of receipt provided by GLS Austria. **Any further acknowledgements of parcel numbers or weights, consignees, contents and value of parcels, or of any other criteria shall not be binding on GLS Austria.**

2.3.1 If the customer transmits the parcel data to GLS Austria by telecommunication the transmission of data shall not constitute prima facie evidence that the parcels listed in the electronic dispatch list have actually been handed in. GLS Austria is under no obligation to reconcile any electronically transmitted parcel data with parcels actually handed in by the customer. Failure to provide information on any difference shall not be deemed acknowledgement of the electronic dispatch list, and in particular shall not be deemed acknowledgement of receipt.

2.4 Delivery within Austria of parcels which arrive at the accepting depot (dispatch depot) until 5.00 p.m. is generally made within 24 hours (standard time of delivery) on working days except Saturdays free to the door of the consignee. **Compliance with this standard time of delivery is neither warranted nor guaranteed.** In case of express consignments the time of delivery agreed upon shall apply.

2.4.1 Delivery of parcels to commercial consignees can be effected to the doorkeeper, incoming mail department or incoming goods department. Delivery to post office boxes shall be excluded.

2.4.2 Delivery of parcels with discharging effect is made against signature of the consignee or a person present at the point of delivery of the consignee unless the prevailing conditions give rise to reasonable doubt as to the entitlement of the person present to take delivery of the parcel. **The customer agrees that after an unsuccessful attempt of delivery to the consignee parcels may be delivered with discharging effect to a neighbour of the consignee or to a GLS ParcelShop close by (alternative delivery),** unless the prevailing conditions give rise to reasonable doubt about alternative delivery being in the best interest of the customer or consignee.

2.4.3 If the consignee gives GLS Austria any different instructions concerning delivery, including but not be limited to instructions for delivery to another place, at another date or granting permission to deposit parcels, they shall supersede the consignor's instructions.

Delivery of parcels with discharging effect can be made to such an alternative address, as well as to a neighbour or to a GLS Parcel Shop in case of absence of the consignee.

2.4.4 Delivery shall be validly proven by the reproduction of the digitalised signature of the recipient who signed on the scanner display by means of a touch pen, or if applicable by the slip of the cartage note signed by the recipient.

2.4.5 In case the consignee granted **permission to deposit parcels**, the parcel shall be deemed delivered properly when deposited at the place defined in the permission.

2.5 In the event that performance of a service is made impossible by any obstacle beyond the control of GLS Austria (e.g. natural disaster, force majeure) GLS Austria shall be relieved of the obligation of performance as long as this obstacle continues to exist.

2.6 Weights determined by GLS Austria can be found in the data memory by entering the parcel number.

### 3. Transportation exclusions

3.1 In view of the processes described in clause 2.1 the goods listed below shall be **excluded from transportation by GLS Austria** due to their value or nature:

- parcels with a goods value in excess of € 3,500.00
- express consignments with a total goods value of more than € 3,500.00 per consignment
- goods with a goods value under € 3,500.00 where loss or damage of goods might entail **high consequential damage** (e.g. data carriers)
- Parcels with a weight above 31.5 kg (standard delivery within Austria) resp. 40 kg (standard delivery within Europe) resp. 50 kg (for worldwide transportation)
- freight items of express consignments with a weight above 50 kg
- parcels or freight items of express consignments with a combined dimension of circumference plus length of the longest side in excess of 3 m, a length of more than 2 m, a height of more than 0.6 m or a width of more than 0.8 m
- insufficiently packaged goods or **goods not adequately packaged to withstand the strain of transportation**
- bundled consignments
- goods which require **special treatment or particularly careful treatment** in any way (e.g. because they are particularly fragile or can only be transported upright or only lying on a certain side)
- luggage, e.g. suitcases or travelling bags
- perishable or temperature-sensitive goods, mortal remains, live animals
- unique items (e.g. objects of art, antiques, autographs)
- precious metals, gemstones, genuine jewellery, genuine pearls, cash, coins, medals
- telephone cards and pre-paid cards (e.g. for mobile phones)
- personal documents (e.g. passport, driving licence) and documents worth money (e.g. securities, bills of exchange, passbooks, vouchers, entrance tickets, rail/ bus/air tickets)
- firearms and parts of arms within the meaning of section 1 and subsequent sections of the Austrian Arms Act ("Waffengesetz")
- all kinds of waste, problematic or hazardous substances, and radioactive substances
- dangerous goods
- parcels and express consignments whose content, external design, carriage or storage violates any applicable law or prohibition by the authorities. This shall also include any parcel containing items that infringe against any laws or regulations for the protection of intellectual property, including but not limited to counterfeit merchandise or unlicensed copies of products (trademark counterfeiting and piracy)
- goods or parcels the sending of which is prohibited under the applicable sanction laws, in particular due to their contents, the consignee or due to the country of origin or destination. Sanction laws shall be deemed to include any and all laws, rules, regulations, and sanction measures (trade restrictions) imposed on any countries, persons/groups of persons, or business entities, including those imposed by the United Nations, the European Union and EU member states.
- parcels and freight items of express consignments with mandatory marking/labelling requirements which are not marked or labelled at all, or which are not marked or labelled correctly or sufficiently

3.2 **In addition, the following shall be excluded**

3.2.1 from transportation abroad

- tobacco products and liquor
- personal effects and goods imported or exported with ATA carnet
- tires when the country of destination is Sweden
- 3.2.2 from transportation as express consignment
- pharmaceutical products
- 3.2.3 from transportation as air cargo
- Prohibited articles according to Regulation (EC) No. 300/2008 dated March 11, 2008 and its implementing rules as amended from time to time.

3.3 **The customer is obliged to comply with these exclusions of transportation, and shall make adequate controls before handing in the parcels to GLS Austria. GLS Austria accepts only closed parcels** which will be opened during transportation only in exceptional situations where this is legally permitted. **GLS Austria is not obliged to check any parcel and/or packing for violations of the exclusions of transportation as listed.**

3.4 In the event that a customer instructs GLS Austria to transport a parcel or freight item of an express consignment **excluded from transportation under clauses 3.1 to 3.2** without GLS Austria having authorised transportation in writing before it was handed in transportation shall take place **at the customer's risk**. In addition, in any such case the **customer shall be liable for any loss, damage and costs** incurred by GLS Austria or any third party as a result of this order in violation of the contract. This shall also include reimbursement of expenses for reasonable measures caused to be taken by GLS Austria to remove the breach of contract or to eliminate danger, such as seizure, intermediate storage, returning, disposal, or cleaning. Furthermore, GLS Austria shall be entitled at its sole discretion and without prior consultation with the customer to keep the parcel or the entire express consignment at the customer's disposal for collection, to send it back to the customer, store it or hand it over for onward transportation **to another service provider** which does not have any such exclusion of transportation. Furthermore, where this is justified in view of the situation GLS Austria shall be entitled to destroy any such goods **in order to eliminate risks** after having notified the customer.

3.5 **Any inscriptions or marks** on a parcel or freight item of an express consignment pointing at goods as listed in clauses 3.1 to 3.2 **shall not be deemed notification** of GLS Austria. **Consent by a carrier or its employees or agents or tacit acceptance of a parcel or freight item of an express consignment shall not constitute consent of GLS Austria to carriage of any goods subject to exclusion of transportation.**

### 4. Customer's obligations

4.1 The customer shall furnish accompanying documents for each parcel or freight item of an express consignment using the forms approved by GLS Austria which must be filled in completely. **The customer shall be liable for any errors in filling in the forms.** The customer shall make sure that only one undamaged parcel label approved by GLS Austria is attached to the largest side of the parcel or freight item of an express consignment when handing it in. The label must be clearly visible and must not be covered. A parcel number shall be used only once. **Any old parcel labels, addresses, and any other markings must be removed.**

4.2 If a customer fails to meet his/her obligations under clause 4.1 GLS Austria may unload, store, secure or return the parcel or freight item of an express consignment according to its proper discretion without being liable for damages to the customer in this respect, and may demand **reimbursement of costs necessarily incurred** for any such measures from the customer.

4.3 The customer is responsible **for inner and outer packing in accordance with the strain of transportation and the goods to be sent.** In this context, the **transport strain** to be expected due to the transport operations described in clause 2.1 **must be taken into account.** The goods must be packed in such a way that they are protected against loss and damage, and that no damage can be caused to any persons, operating equipment or materials, nor to any other parcels to be transported. Furthermore, the goods must be packed in such a way that access to the contents of the parcel is not possible without leaving clear traces on the outer packing. For help in this respect refer to the hints for packing in the "Shipping Guide for Regular Senders" downloadable from the internet (see: [www.gls-group.eu](http://www.gls-group.eu)).

4.4 Any cross-border transport order automatically includes instructing GLS Austria to take care of customs clearance where transportation would not be feasible without it. In these cases the customer is obliged to submit to GLS Austria any and all documents required for customs clearance without being specifically requested to do so. The costs of customs clearance shall be borne by the customer.

### 5. CashService

5.1 With its **CashService**, GLS Austria offers the opportunity to

send parcels and express consignments cash on delivery. These parcels and consignments shall be prepared and registered by the customer in accordance with the guidelines of GLS Austria. If several parcels are handed in to GLS Austria for transport to the same consignee on the same day each parcel must be declared as a separate C.O.D. parcel.

5.2 The amount to be collected must be entered in the parcel consignment form provided for this purpose in such a way that it cannot be changed subsequently. **This amount shall not exceed the value of the parcel and shall not exceed a maximum of € 2,500.00 per parcel. If several parcels are handed in to GLS Austria for transport to the same consignee on the same day the total amount to be collected shall not exceed € 3,500.00.** In case of express consignments the amount to be collected shall not exceed € 3,500.00 per consignment. If the data is transmitted to GLS Austria by telecommunication the amount to be collected as transmitted in this way shall apply. If the amount to be collected is quoted in figures and in words the figures shall prevail in case of doubt. For export parcels sent to consignees outside the Euro zone the amount to be collected shall be quoted in the currency of the country of the consignee.

5.3 A surcharge according to agreement is levied for providing the C.O.D. service. The amount collected will be transferred exclusively to the account specified by the customer.

5.4 In the course of **CashService** GLS will only collect the COD amount for the consignor and is not entitled to obligate the consignor or to enter into any agreements with the receiver of the **CashService** parcel on behalf of the consignor. The consignor shall comply with the obligations for combatting money laundering according to the applicable laws.

## 6 Express service

6.1 GLS Austria offers an express service **within Austria** in the form of **consignment forwarding**. A consignment means all freight items forwarded under one consignment number.

6.2 Express consignments **cannot be sent to addresses of receivers in the customs exclaves** nor to any addresses where delivery within the specified time is not possible due to the location/situation (e.g. **post office box and army postal service addresses, camping sites, mountain refuges, etc.**).

6.3 Express consignments will be delivered by 17:00 hours of the next working day (Monday to Friday) after the day of collection. Delivery at standard times and/or delivery on Saturdays may be agreed against payment of an additional service surcharge. **Delivery shall be deemed to have been made in due time even when made up to 15 minutes after the time of delivery agreed upon.**

6.4 If delivery is made more than 15 minutes after the time of delivery agreed upon, GLS Austria shall reimburse the customer for the freight charge and/or the time service surcharge paid for the express consignment depending on the extent of the delay in delivery, minus turnover tax paid.

6.5 In case of express consignments GLS Austria shall not be liable for damages for delayed delivery if the delayed delivery is due to impediments outside the scope of risks of GLS Austria, including but not limited to non-compliance of the customer or consignor with his/her obligations or the exercise of a right of retention on the part of GLS Austria.

6.6 Contrary to the exclusion of transportation of **documents** according to clause 3.2, documents are **accepted for transportation by express service**.

6.7 Unlike parcels, express consignments will not be delivered to alternative receivers, and will not be left without personal delivery based on a general permission to leave parcels granted by the receiver.

6.8 In the event that an express consignment is affected by any impediment to carriage or delivery the customer shall be informed without delay in order to obtain his/her instructions. In this context any instruction to **redirect** an express consignment shall be given **in writing**. A second attempt of delivery will be made only after having been instructed to this effect by the customer or consignee. If the instruction cannot be obtained within a reasonable period of time GLS Austria may take the measures appearing appropriate and reasonable in the best interest of the customer. In particular the express consignment may be returned to the consignor. The customer shall reimburse the required expenses or pay a reasonable charge if the impediment is not to be attributed to the scope of risks of GLS Austria.

## 7 Forwarder's fees, payment and reimbursement of expenses

7.1 The prices and surcharges as agreed upon between GLS Austria and the customer from time to time shall apply. They are based on the assumption that 1 cubic metre is equivalent to 166.67 kilograms.

7.2 The fee covers carriage only from collection at the customer to delivery. **Any additional services** beyond the scope of services described above, such as clarification of addresses, redirecting, carriage of goods not suitable for automatic

sorting **shall be invoiced separately to the customer according to the price list as revised from time to time**. If a parcel has to be returned for reasons not to be attributed to GLS Austria GLS Austria will invoice the costs to the customer. In case of cancellation of orders GLS Austria may invoice a cancellation fee in consideration of expenses incurred.

7.3 The invoices of GLS Austria shall be due for payment immediately without any discount and free of expenses.

7.4 The customer shall check all invoices for correctness forthwith. Any objections against invoices shall be made within 60 days from receipt of the respective invoice.

7.5 The customer **shall not offset any of its claims against claims of GLS Austria**, unless any such claim of the customer has been legally established or acknowledged in writing by GLS Austria. Any written or oral consent by a carrier, its employees or agents shall not constitute consent of GLS Austria as aforesaid.

7.6 In the event that any customs duties, taxes or other charges, forwarder's fees, costs or expenses have to be paid or have been caused by a foreign consignee, the Austrian customer shall reimburse GLS Austria for any such expenses not paid by the foreign consignee upon first request.

7.7 The customer shall pay any additional freight, customs duties, taxes or other charges arising for returning an export parcel unless returning the parcel is to be attributed to GLS Austria.

7.8 If the customer instructs GLS Austria to take delivery of incoming parcels or handle the import formalities for a parcel arriving from abroad GLS Austria shall be entitled but not obliged to make all related payments of freight, COD amounts, customs duties, taxes and any other charges and expenses, and to charge all such costs incurred to the customer.

7.9 In the event that **bankruptcy proceedings** are initiated against the customer's assets GLS Austria shall perform the services ordered by the customer exclusively against immediate payment. In case of a reduction of the volume of parcels by 30 per-cent compared to the average volume of parcels during the 12 months preceding initiation of bankruptcy proceedings GLS Austria will invoice the standard rates and prices.

## 8. Liability

8.1 GLS Austria is **liable** under the applicable legal provisions in force in Austria governing commercial transportation of goods by road (section 439a of the Austrian Business Code ["UGB"]) for the total or partial loss or damage to the goods up to the amount of **8.33 special drawing rights** of the International Monetary Fund per kg of gross weight, provided that such loss or damage occurs between acceptance of the

parcel or express consignment for transportation and its delivery. The current value of special drawing rights can be found at [www.oenb.at](http://www.oenb.at). **GLS Austria does not assume liability for any consequential loss or consequential costs such as merely economic loss, reduction of profit, loss of profit or sales, expenses for substitute performance, or any stipulated penalties the consignor has to pay to any third party, nor for any loss incurred due to a delay in air cargo dispatch or clearance**, unless such loss has been caused by GLS Austria intentionally or by gross negligence.

8.2 Liability for any loss incurred due to delays in the delivery of parcels shall be according to the applicable legal provisions.

8.3 In case the customer has not taken out transport insurance, in addition to the liability limit set forth in clause 8.1, 1st sentence, GLS Austria will reimburse the value of the goods sent, subject to the following limits

- the purchase price (cost of production), or
- the fair market value in case of used goods, or
- the hammer price in case of goods sent on the occasion of an auction

with the lowest of the said amounts being applicable in each case, however, the maximum **amount reimbursed shall be € 550.00 per parcel or express consignment** unless damage has been caused by GLS Austria intentionally or by gross negligence.

**This extended liability shall apply exclusively to parcels and consignments which are not subject to exclusion from transportation under clauses 3.1 to 3.2.** Any deductible agreed upon between the customer's insurer and the customer shall give rise to a corresponding waiver of the liability limit according to clause 8.1, 1st sentence on the part of GLS Austria only if expressly agreed upon in writing between the customer and GLS Austria.

8.4 **In case of damage** the customer shall **keep the goods** complained about as being damaged **in the same packing** as handed in to GLS Austria for transportation, and shall make sure that the parcel is kept ready for collection by GLS Austria. **If the goods are not present in the packing as dispatched any more, or if they cannot be made available the liability of GLS Austria shall be limited to the amount stated in clause 8.1, 1st sentence.**

8.5 GLS does not assume liability for the integrity or completeness of any goods for the transportation of which an order has been placed for **Pick&ShipService, Pick&ReturnService, ExchangeService** or **ShopReturnService**.

8.6 By **communicating a higher goods value in writing**

**prior to handing in the goods for carriage** an increased liability (**AddOnLiabilityService**) can be agreed upon between the customer and GLS Austria for which a **freight surcharge** will be invoiced. In this case, the amount specified by the customer, however **not more than a maximum of € 3,500 per parcel**, shall apply in lieu of the maximum amount mentioned in clause 8.3. In case of **express consignments** this increased liability **is not available for individual freight items but only for the entire consignment** up to a maximum amount of **€ 3,500.00 per consignment**.

8.7 **Increased liability cannot be assumed for any goods which are excluded from transportation** according to clauses 3.1 to 3.2, as well as for the product **GlobalBusinessParcel**.

8.8 In the event of delivery of a C.O.D. parcel or a C.O.D. express consignment without collecting the COD amount GLS Austria shall be liable toward the customer for the value of the goods consigned which shall be limited to the COD amount, however shall not exceed a maximum amount of € 2,500.00 per parcel or € 3,500 per express consignment.

8.9 **If the C.O.D. amount is higher than € 550.00** the customer may make use of the increased liability service described in clause 8.6, and declare this higher amount separately prior to dispatch; in this case the C.O.D. amount shall apply in lieu of the maximum amount mentioned in clause 8.3. **If no declaration is made the liability of GLS Austria for damages in case of any damage to or loss of C.O.D. parcels or C.O.D. express consignments shall be limited according to clause 8.3.**

8.10 In case of the product **GlobalBusinessParcel** the liability of GLS Austria shall be subject to the provisions of the Montreal Convention and shall be **limited to 19 special drawing rights** of the International Monetary Fund per kg of gross weight.

8.11 In the event that GLS Austria or GLS IT Services GmbH ("GLS IT") have granted the customer a forwarding software licence for the duration of cooperation or even installed the said software GLS Austria and GLS IT shall be liable for any loss or damage only if caused intentionally or by gross negligence. This shall not apply in case of personal injury or violation of material obligations. In case of violation by negligence of any material obligation under the contract on the part of GLS Austria or GLS IT the liability of GLS Austria or GLS IT shall be limited to the loss foreseeable at the date of concluding the contract. GLS Austria and GLS IT do not assume liability

for any loss of data by the customer nor for their recovery if such loss could have been avoided by taking reasonable data security measures.

## 9. Limitation periods

9.1 All claims against GLS Austria are subject to a limitation period of one year.

9.2 The limitation period of claims in case of transport damage shall commence at the end of the day on which a parcel or express consignment was delivered. If delivery has not been made the limitation period shall commence on the sixtieth day after acceptance of goods for parcels, on the thirtieth day after the lapse of the period of delivery agreed upon for express consignments, and in all other cases upon the lapse of a period of three months after the contract for carriage was concluded.

9.3 The limitation period for the GLS product **GlobalBusinessParcel** shall be subject to the provisions of the Montreal Convention.

## 10. Requirement of writing, severability, jurisdiction

10.1 Any collateral agreements and divergent agreements shall be valid only when made in writing.

10.2 Should any of the provisions of these STC be invalid this shall not affect the validity of the remaining provisions.

10.3 Any disputes shall be settled exclusively by the courts of law in Linz a.d. Donau unless otherwise provided by imperative provisions of law.

Current as of January 2018