

# Special Terms and Conditions

Special Terms and Conditions of General Logistics Systems Austria GmbH & Co. OHG (hereinafter referred to as "GLS") for the online marketing (hereinafter referred to as "GLS-ONE")

## 1. Application

1.1 These Special Terms and Conditions (STC) shall apply to all activities of GLS in connection with GLS-ONE, in particular the dispatch, transshipment and transport of parcels within Austria and international, no matter whether performed by GLS Austria itself or by a third party acting on its behalf. Additionally the guideline for occasional senders and the NC goods guideline shall apply (see: <https://gls-group.eu/AT/en/customer-information>).

1.2 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) provide otherwise these provisions shall prevail over the Special Terms and Conditions for GLS One. As far as there are no regulations in these Terms and Conditions the provisions of the Business Code shall apply, as well as the General Terms and Conditions of Austrian Forwarders ("AÖSp") with the exception of Sections X and XI) and §§ 7, 35, and 54.

## 2. Conclusion of Contract, fees

2.1 GLS-ONE gives the sender the opportunity to generate parcel labels on its own and consign the parcel at a GLS ParcelShop. It is possible to assign several parcels at the same time.

2.2 The current fees and surcharges at the time of the ordering (accessible on [gls-one.at](https://www.gls-one.at)) shall apply. The fees and surcharges have to be paid during the order process. GLS accepts payments via PayPal as well as VISA and MasterCard credit cards. In case of credit card payment, the transaction description in the credit card billing will show the entry [www.gls-one.eu](https://www.gls-one.eu).

2.3 The contract shall come into effect only after the payment transaction is completed.

2.4 After ordering the sender can print the receipt as well as the parcel label for the ordered parcel. Furthermore an automatic confirmation email will be sent to the sender's email account that contains the essential provisions of the contract and the STC including the instruction on the right of revocation.

2.5 Upon request of the sender at the depot specified in the confirmation email, GLS issues an invoice.

## 3. Right of Revocation Notification

3.1 If you conclude the contract as a consumer, you have the following right of revocation.

### 3.2 Right of Revocation

You have the right to revoke this contract within 14 days without giving any reason. The revocation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of revocation, you must inform us (General Logistics Systems Austria GmbH Debitorenbuchhaltung, Traunuferstr. 105a, 4052 Ansfelden, Fax +4359876 2000, E-Mail [customer-service@gls-one.at](mailto:customer-service@gls-one.at)) of your decision to revoke this contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the revocation form available at [https://www.gls-one.at/AT/en/GLS-ONE\\_revocation-form\\_AT.pdf](https://www.gls-one.at/AT/en/GLS-ONE_revocation-form_AT.pdf) but it is not obligatory. To meet the revocation deadline, it is sufficient for you to send your communication concerning your exercise of the right of revocation before the revocation period has expired.

### 3.3 Consequences of Revocation

If you revoke this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to revoke this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the revocation period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your revocation of this contract, in comparison with the full coverage of the contract.

## 4. Scope of service and Hindrances

4.1 GLS as a mass parcel provider carries out parcel transportations. A transportation as economical and fast as possible is achieved by standardised operations. The parcels are transported as consolidated shipment and sorted within the depots and reloading points with automatic conveyers. The parcels are scanned regularly when received at the outbound depot, when running through a reloading point, when received at the inbound depot, at the transfer to the delivery driver as well as upon delivery to the consignee. Date and time are registered. Further interface documentation is not carried out.

4.2 GLS is not committed to conduct examinations or to execute measures for the conservation or improvement of the goods and its packing.

4.3 Instructions which have been issued by the sender after handing over of a parcel need not be complied with.

4.4 The receipt of the parcels in the ParcelShop will be acknowledged by the handing over of document of receipt provided by GLS.

4.5 The delivery of parcels which arrive until 5 p.m. at the outbound depot is generally carried out on working days except Saturdays within Austria within 24 hours (estimated time of delivery) free to the door of the consignee. Compliance with the estimated time of delivery is neither assured nor guaranteed.

4.5.1 GLS carries out at the maximum two delivery attempts.

4.5.2 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.

4.5.3 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 consignor 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 consignor or consignee.

4.5.4 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.

4.5.5 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.

4.6 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.

4.7 If parcels cannot be delivered in the manner set forth in clauses 4.5.1 to 4.5.5 to the consignee or to any other person in clause 4.5.3 or stored at a GLS ParcelShop and also cannot be returned to the sender because he can still not be determined or he refuses to take back the parcel, GLS shall be entitled to exploit the parcels after a 90-day period. The period begins at the time undeliverability is ascertained. Parcels which cannot be exploited may be destroyed by GLS.

## 5. Transportation exclusions (Prohibited goods)

5.1 In view of the processes described in clause 4.1 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 € 550.00
- parcels with a goods value under € 550.00 where loss or damage of goods might entail high consequential damage (e.g. data carriers)
- parcels with a weight above 31.5 kg
- parcels 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 (because they are e.g. 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
- Prescription drugs and drugs which must be transported separately from other goods (e.g. from tyres, hazardous goods), vaccines, insulin and narcotics,
- unique items (e.g. objects of art, antiques, autographs)
- precious metals, gemstones, genuine jewellery, authentic pearls, cash, coins, medals
- telephone cards and prepaid 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 sent "carriage forward"
- parcels with mandatory marking/labelling requirements which are not marked or labelled correctly or sufficiently
- parcels whose content, external design, transportation or storage infringes against a statutory prohibition or prohibition imposed by the authorities. This shall include any parcels with a content infringing against any provisions for the protection of intellectual property, including but not limited to falsified or non-licensed copies of products (trademark piracy)
- goods or parcels the shipment of which is prohibited under the applicable sanction laws in particular because of the contents or receiver, or due to the country of origin or destination. Sanction laws shall be deemed to include any and all laws, provisions and sanction measures (limits imposed on trade and the economy) against countries, persons, groups of persons or enterprises, including any measures imposed by the United Nations, the European Union and the EU member states.
- Parcels with one of the following destinations:
- outside the EU: all countries (customs destinations), except Monaco,
- within the EU: Andorra, Ceuta, Greece, Livigno, Malta, Melilla, San Marino, Cyprus, the city of Büsingen am Hochrhein (postcode D-78266), overseas territories and all European islands except German and Croatian islands and Ireland.

5.2 In addition, the following shall be excluded

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

5.3 The consignor is obliged to comply with these exclusions of transportation, and shall make adequate controls before handing over 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 packaging for violations of the exclusions of transportation as listed.

5.4 In the event that a consignor instructs GLS Austria to transport a parcel the transportation of which is excluded under clauses 5.1 to 5.2 without GLS Austria having authorised transportation in writing before the parcel is handed over, transportation shall take place at the consignor's risk. In addition, in any such case the consignor 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 to the consignor, disposal, or cleaning. Furthermore, GLS Austria shall be entitled at its sole discretion and without prior consultation with the consignor to keep the parcel at the consignor's disposal for collection, to send it back to the consignor, store it or hand it over to another service provider for onward transportation 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 such goods in order to eliminate risks after having notified the consignor.

5.5 Any inscriptions or marks on a parcel pointing at goods as listed in clauses 5.1 to 5.2 shall not be deemed notification of GLS Austria. Consent by a ParcelShop operator

or carrier and/or their employees or agents or tacit acceptance of a parcel shall not constitute consent of GLS Austria to carriage of any goods subject to exclusion of transportation.

#### 6. Sender's Obligations

6.1 The sender shall affix to the parcel the parcel label individually generated via GLS-ONE. The sender shall ensure that the hard- and software necessary for the completion of the ordering and the printing of the parcel label is available and fully functional. The sender shall be liable for the consequences of any errors with respect to parcel label printing. The sender shall ensure, when handing over the parcel that only one undamaged parcel label is attached to the largest side of the parcel and is easily visible. Used parcel labels, addresses or miscellaneous old signs must be removed. The sender shall be responsible that the data of the parcel actually handed over to GLS agree with the data of the individually generated parcel label.

6.2 If the sender does not comply with his obligations according to clause 6.1 GLS is at its discretion entitled to unload, to store, to secure or to return the parcel without the need for indemnifying the sender and the sender is liable for any expenses or costs due to this action. In case of transports to other EU countries the sender has the obligation to ensure that all necessary documentation needed for VAT tax exemption for intra-community transports is fulfilled.

6.3 All dispatches identified with the parcel label individually generated for the sender shall be attributed to the sender. The sender is obliged to inform GLS immediately in case of fraudulent use of his GLS-ONE-account. In case of fraudulent use or other use in breach of the contract GLS shall be entitled to block the sender's GLS-ONE-account. The sender shall be liable for all damages due to fraudulent use of his GLS-ONE-account as far as he is responsible for it.

6.4 The consignor is responsible for inner and outer packaging 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 4.1 must be taken into account. The goods must be packaged 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 packaged in such a way that access to the contents of the parcel is not possible without leaving clear traces on the outer packaging. For help in this respect refer to the GLS packaging guidelines (see: [www.glspaketshop.at](http://www.glspaketshop.at)).

#### 7. Liability

7.1 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 for transportation and 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, unless such loss has been caused by GLS Austria intentionally or by gross negligence.

7.2 Liability for any loss incurred due to delays shall be according to the applicable legal provisions.

7.3 In case the consignor has not taken out transport insurance, in addition to the liability limit set forth in clause 7.1, 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 the given case, however, the maximum amount reimbursed shall be € 550.00 per parcel unless damage has been caused by GLS Austria intentionally or by gross negligence. However, this waiver of the liability limit according to clause 7.1, 1st sentence shall not apply to any parcel subject to an exclusion of transportation under clauses 5.1 to 5.2.

7.4 Any deductible agreed upon between the consignor's insurer and the consignor shall give rise to a corresponding waiver of the liability limit according to clause 7.1, 1st sentence on the part of GLS Austria only if expressly agreed upon in writing between the consignor and GLS Austria.

7.5 In case of damage the consignor shall keep the

goods complained about as being damaged in the original packaging as handed over 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 packaging 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 7.1, 1st sentence.

#### 8. Requirement of writing/ Severability / Jurisdiction

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

8.2 If any provision of these STC should be invalid or non-enforceable, this shall not affect the validity and enforceability of the remaining provisions.

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

#### 9. Alternative Dispute Resolution

9.1 Information on Online Dispute Resolution for consumers: The EU commission will set up an online platform for the online-resolution of disputes („ODR-platform“) in the first quarter of 2016. This platform shall serve as a contact point for extrajudicial resolutions of disputes concerning contractual obligations, arising from online sales or services agreements. The ODR-platform will be accessible under the following link: [http:// ec.europa.eu/consumers/odr](http://ec.europa.eu/consumers/odr). Email address GLS: [customer-service@glS-one.at](mailto:customer-service@glS-one.at).

9.2 GLS does not participate in extrajudicial dispute resolutions of consumer conciliation committees.

Status as of: März 2019

This translation of the STC is made for convenience reasons only. For all disputes arising from or in conjunction with the STC of GLS Austria, only the text of the corresponding German version of the STC of GLS Austria shall be legally binding.