

## Special Terms and Conditions of General Logistics Systems Austria GmbH (hereinafter referred to as „GLS Austria“) for Parcel Shop Customers.

### 1. Scope of application

- 1.1. These Terms and Conditions 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 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 CMR (Convention on the Contract for the International Carriage of Goods by Road) provide otherwise these provisions shall prevail over the Special Terms and Conditions for ParcelShop Customers. Enterprises shall apply the General Terms and Conditions of Austrian Forwarders ("AÖSp") with the exception of Sections X and XI.
- 1.2. The consignor takes note of the fact that GLS Austria works exclusively on the basis of these Terms and Conditions. Any terms and conditions submitted by the consignor (nomatter whether by separate document or printed onto any correspondence of the consignor) shall not supersede the Terms and Conditions of GLS.
- 1.3. Any statements or warranties of a Parcel Shop operator, carrier or its employees or agents to the consignor of a parcel shall not be binding on GLS Austria to the extent that they go beyond or contradict the following Terms and Conditions

### 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 are transported as consolidated shipment, reloaded several times, and sorted and transported within the depots and reloading points with automatic conveyors. The parcels are scanned routinely when received at the out bound depot, 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. No further interface documentation is provided. Cancellation of an already started parcel transportation is not possible.
- 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 packaging.
- 2.3. Collection or acceptance of parcels in the Parcel Shop 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.
- 2.4. 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.
  - 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 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 Parcel Shop 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.
  - 2.4.3. 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.
  - 2.4.4. 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.

### 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 € 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, spare parts with a loss of production risk, accounting or financial documents, storage media with sensitive data)
  - 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
  - unique items (e.g. objects of art, antiques, autographs)
  - precious metals, gemstones, genuine jewellery, authentic 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 (also limited quantities)
  - 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 to any of the following destinations:
    - Any destinations subject to customs duties, Andorra, Ceuta, Gibraltar, Melilla, Greece, Livigno, Vatican, San Marino, Busingen am Hochrhein and all European Islands (except German and Croatian islands and Ireland)
- 3.2. In addition, the following shall be excluded from transportation abroad
  - tobacco products and liquor
  - custom goods which require an ATA carnet document
  - tires when the country of destination is Sweden
- 3.3. 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.

4. In the event that a consignor instructs GLS Austria to transport a parcel the transportation of which is excluded under clauses 3.1 to 3.2 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.
- 4.1. Any inscriptions or marks on a parcel pointing at goods as listed in clauses 3.1 to 3.2 shall not be deemed notification of GLS Austria. Consent by a Parcel Shop 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.

### 4. Consignor's obligations

- 4.1. The consignor shall furnish accompanying documents, as well as customs documents if necessary, for each parcel using the forms approved by GLS Austria which must be filled in completely. The consignor shall be liable for the consequences of any errors in filling in the forms. The consignor is responsible for compliance with export, import and customs regulations in each country. If this compliance is not assured, the consignor is in charge for all resulting negative effects, costs and risks. The consignor shall make sure that only one undamaged parcel label approved by GLS Austria is attached to the largest side of the parcel when handing it over. The label must be clearly visible and must not be covered. Any old parcel labels, addresses, and any other markings (e.g. for dangerous goods) must be removed.
- 4.2. If a consignor fails to meet his/her obligations under clause 4.1 GLS Austria may unload, store, secure or return the parcel according to its proper discretion without being liable for damages to the consignor, and may demand reimbursement of necessary costs incurred for such measures from the consignor.
- 4.3. 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 2.1 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)).

### 5. Prices of transportation

- 5.1. The price and supplements according to the price list current at the date of the order shall apply. The price of transportation shall be paid prior to or upon handing over the parcel.
- 5.2. The consignor shall not set off any amounts owed against counterclaims. However, this prohibition to set off shall not apply to consumers in case of insolvency of GLS Austria, and shall not apply to any counterclaims which are legally related to claims of GLS Austria, which have been declared by a court or recognised by GLS Austria. Any written or oral consent of a Parcel Shop operator or carrier and/or their employees or agents shall not be deemed recognition by GLS Austria.

### 6. Liability

- 6.1. GLS Austria is liable according to the provisions of the CMR governing commercial transportation of goods by road 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). If the provisions of the CMR are not applicable, GLS Austria is liable under the applicable Austria law or for business transactions according to the General Terms and Conditions of Austrian Forwarders ("AÖSp"). 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.
- 6.2. Liability for any loss incurred due to delays shall be according to the applicable provisions (e.g. ABGB) and for corporate transactions in accordance with the provisions of the CMR. The standard time of delivery in clause 2.4 does not change the transportation contract into a fixed dated transaction.
- 6.3. In case the consignor has not taken out transport insurance (insurance for damage or loss of transported goods), in addition to the liability limit set forth in clause 6.1, 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 6.1, 1st sentence shall not apply to any parcel subject to an exclusion of transportation under clauses 3.1 to 3.2. 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 6.1, 1st sentence on the part of GLS Austria only if expressly agreed upon in writing between the consignor and GLS Austria.
- 6.4. 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 6.1, 1st sentence.

### 7. Limitation periods

- 7.1. All claims against GLS Austria arising from business transactions or consumer transactions in the case of cross-border transports are subject to a limitation period of one year. Otherwise the generally applicable statutory limitation periods by law are applicable (e.g. ABGB).
- 7.2. In the event of transport damage, the limitation period of claims shall commence at the end of the day on which the parcel was delivered, or if delivery has not been made on the sixtieth day after the goods were accepted for transportation, in all other cases upon the lapse of a period of three months after the contract for carriage has been concluded.

### 8. Requirement of writing, severability, jurisdiction

- 8.1. Any collateral agreements and divergent agreements shall be valid only when made in writing.
- 8.2. Should any of the provisions of these Special Terms and Conditions for Parcel Shop Customers be invalid this shall not affect the validity 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. In lawsuits against consumers, who have their place of residence or employment in the territory of Austria, is the competence court of this place responsible. In case of lawsuits from consumers against GLS Austria, than the place of jurisdiction by law should apply.
- 8.4. Dispute or complaints with GLS Austria, which has not been solved to the customer's satisfaction could be submitted to the regulatory authority (Rundfunk und Telekom Regulierungs-GmbH/Wien).