

# General Terms and Conditions of General Logistics Systems Germany GmbH & Co. OHG (hereinafter referred to as “GLS”) for the online marketing via GLS App and GLS-ONE (hereinafter together referred to as “GLS-ONE”)

## 1. Application

- 1.1 These General Terms and Conditions (GTC) shall apply to all activities of GLS in connection with GLS-ONE, in particular the collection, the dispatch, transshipment, storage and transport of parcels within Germany and international. Additionally the guideline for occasional senders and the NC goods guideline shall apply (see: <https://gls-group.eu/DE/en/customer-information>).
- 1.2 If in an individual case mandatory legal regulations, e.g. of the German Commercial Code (HGB) or for cross-border transports the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Montreal Convention or the Warsaw Convention each as amended from time to time provide otherwise, these legal regulations shall apply primarily. As far as these GTC do not contain regulations, the provisions of the HGB shall apply. The application of the German Freight Forwarders' Standard Terms and Conditions (ADSp) is excluded.

## 2. Conclusion of Contract, fees

- 2.1 GLS-ONE gives the sender the opportunity to assign the pick-up of parcels, to generate parcel labels on their own and to either assign GLS with the pick-up of the parcel or to consign the parcel at a GLS ParcelShop. It is possible to assign several parcels at the same time. The pick-up can take place at the front door or from a parcel box. The sender can hand over up to 10 parcels within one pick-up.
- 2.2 The current fees and surcharges for GLS-ONE at the time of the ordering (accessible on [www.gls-one.de](http://www.gls-one.de)) 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](http://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 GTC including the instruction on the right of revocation.
- 2.5 The sender may also save the parcel label as QR-Code on his smartphone and consign the parcel at a GLS ParcelShop. The ParcelShop staff scans the QR-Code, prints the parcel label and affixes the label on the parcel (mobile parcel label).
- 2.6 Upon request of the sender at the depot specified in the receipt and 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 Germany GmbH & Co. OHG, Debitorenbuchhaltung, GLS Germany-Str. 1-7, 36286 Neuenstein, phone: 06677/646907040, fax: 06677/646907039, [mail@gls-one.de](mailto:mail@gls-one.de)) 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://gls-one.eu/DE/en/revocation-form>, 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. Sections 418 (1) to (5) and 419 HGB shall not apply.
  - 4.4 The pick-up of parcels at the front door as well as the receipt of the parcels in the GLS ParcelShop will be acknowledged by the handing over of document of receipt provided by GLS. In case of pick-up from a parcel box the sender will be informed by GLS via email about the pick-up.
  - 4.5 If GLS was instructed to pick up parcels at the front door and the pick-up failed two times because of circumstances attributable to the sender, the pick-up order will be cancelled by GLS. The same applies if the sender engages GLS with the pick-up from a parcel box and the pick-up failed once because of circumstances attributable to the sender. The pick-up fee will be retained as compensation for the effort occurred to GLS. The sender has the right to prove that GLS suffered no or a substantially lower damage.
  - 4.6 The delivery of parcels which arrive until 5 p.m. at the outbound depot is generally carried out on working days except Saturdays within Germany 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.
    - 4.6.1 GLS carries out at the maximum two delivery attempts.
    - 4.6.2 Delivery can be carried out at commercial consignees at the goods receiving department. The delivery at P.O. boxes or similar special addresses shall be excluded.
    - 4.6.3 In the interest of a parcel delivery as fast as possible, parcels may, if the consignee is not met in person at the first delivery attempt, be handed over to a person present in the flat or shop of the consignee or, if this should not be possible, to a neighbour of the consignee, if with respect to the specific circumstances it is to be assumed that such person is entitled to accept the parcel. Neighbour shall be defined as a person who lives or works in the same or next building. If this should not be possible, parcels may be stored at a GLS ParcelShop in the vicinity for collection by the consignee. The consignee will be notified via a notification card which is filled in and laid into his receive station (generally the letterbox) at the same time, that and where he can collect his parcel.
    - 4.6.4 When a parcel is delivered, the person accepting the parcel confirms the receipt on the handheld scanner or as the case may be in an individual case on the delivery note list. The digitally available signature is used as proof of delivery.
    - 4.6.5 In case the consignee granted GLS a permission to deposit the parcel, the parcel is deemed to be delivered when deposited at the place defined in the permission.
  - 4.7 If the sender hands over parcels to GLS using the *FlexDeliveryService*, i.e. with parallel transmission of the consignee's email address, the consignee after being contacted by GLS has the possibility to directly influence the delivery of the parcel. Instructions of the consignee are deemed instructions of the sender in regard to GLS. The parcel is delivered when delivered according to the instructions of the consignee taking into account clauses 4.6.1 to 4.6.5 above.
  - 4.8 For the time of their duration, performance hindrances which are not attributable to GLS, relieve GLS from all obligations whose completion was made impossible through these.
  - 4.9 If parcels cannot be delivered in the manner set forth in clauses 4.6.1 to 4.6.5 to the consignee or to any other person in clause 4.6.3 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-days 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)
- The goods and parcels listed below shall be excluded from transportation by GLS:
- 5.1 - Parcels whose value exceeds € 5,000.00,
    - Goods which are insufficiently packed,
    - Goods which require special handling (because they are e.g. particularly fragile or have to be transported upright or only lying on a certain side),
    - Perishable or temperature sensitive goods, remains, blood reserves, organs, live animals,
    - Prescription drugs and drugs which must be transported separately from other goods (e.g. from tyres, hazardous goods), vaccines, insulin and narcotics,
    - Precious metals and stones, jewellery and genuine pearls, objects of art, collector's items, antiques,
    - Other goods of value (e.g. watches) with a value of more than € 500.00 per parcel,
    - Goods which possess a low value themselves but whose damage or loss could cause high consequential damages (e.g. volumes with sensitive data),

- Phone cards and pre-paid cards (e.g. for mobile phones),
  - Money and documents with monetary value (e.g. stamps, securities, acceptance bills, savings books),
  - Firearms and essential weapon parts according to section 1 of the German Weapon Law as well as ammunition,
  - Hazardous goods of all kinds and waste according to German KrWG,
  - Parcels whose content, external quality, dispatch or storage violates a legal or public authority prohibition including applicable export or import regulations; these include parcels whose content violates legal provisions on the protection of intellectual property including forged or unlicensed copies of goods (counterfeiting),
  - Goods or parcels the sending of which are prohibited under all applicable sanctions laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent. Sanctions laws include all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities, including without limitation those imposed by the United Nations, the European Union and the member states of the European Union,
  - Parcels classified as carriage forward,
  - Parcels with one of the following destinations:
    - outside the EU: all countries (customs destinations), except Monaco,
    - within the EU: Andorra, Ceuta, Gibraltar, Greece, Livigno, Malta, Melilla, San Marino, Cyprus, the city of Büsingen am Hochrhein (postcode D-78266), overseas territories and all European islands except German islands, Croatian islands, Great Britain and Ireland.
- 5.2 Furthermore, parcels shall be excluded from transportation which have a weight of more than 40 kg, a combined length and girth of more than 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.
- 5.3 Additionally excluded shall be
- 5.3.1 from transportation abroad:
- tobacco products and liquors,
  - personal effects,
  - tyres, if Sweden is the destination country.
- 5.3.2 from airfreight:
- prohibited articles according to the regulation (EC) No 300/2008 of 11th March 2008 and its implementing rules as amended from time to time.
- 5.4 The sender is obliged to control the compliance with the transportation exclusions before consignment of parcels. GLS exclusively accepts closed parcels for transportation. Upon suspicion of such exclusions and in statutorily permitted exceptional situations GLS shall be entitled to open and to check the parcels.
- 5.5 If the sender assigns GLS with the transport of parcels whose transport is prohibited according to clauses 5.1 to 5.3 and without prior approval of GLS, the sender shall be liable in accordance with the legal provisions for all claims, costs and expenses, including but not limited to expenses for appropriate measures in order to eliminate or avoid danger (e.g. securing, intermediate storage, return, disposal, cleaning, etc.) suffered by GLS or third parties which result from the assignment contrary to the transport exclusions. Nevertheless in case of violation against clause 5.2 GLS shall be entitled to carry out the transportation and to demand a general reimbursement of expenses in the lump sum of € 50.00. The sender is explicitly allowed to verify that the expenses were not incurred, or that they were significantly less than the lump sum stated above. GLS reserves the right for evidence of higher expenses.
- 5.6 Individual labels or signs which are affixed to a parcel and which indicate a composition according to clauses 5.1 to 5.3 shall, in particular because of the service description in clause 4.1, not be sufficient to alert GLS to a consignment contrary to a transportation exclusion. GLS has no means to provide a special handling. Consent of a carrier or its agents or a tacit acceptance of a parcel does not represent approval of GLS.
- 5.7 If a parcel which is excluded from transportation is refused at the time of pick-up of the parcel or is later returned to the sender for this reason, GLS reimburses the sender the transportation fees except for the pick-up fee. Clause 4.5 sentences 3-4 apply accordingly.

## 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. By using a mobile parcel label the printing and affixing of the parcel label is carried out by the GLS ParcelShop. 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 sender is responsible for a proper, and with regard to the scope of service, sufficient inner and outer packaging, which withstands the strain of transport, whereby the packaging must ensure that on the one hand the goods themselves are protected against loss and damage and that on the other hand persons carrying out the transport

and other parcels transported are not endangered. The packaging must in particular ensure that an access to the parcel's content is not possible without leaving a clear trace on the outside of the parcel. The guideline for occasional senders of GLS will assist the sender in this matter (see: <https://gls-group.eu/DE/en/customer-information>).

## 7. Liability

- 7.1 GLS is liable for loss or damage of parcels up to the amount of 8.33 Special Drawing Rights (SDR) of the International Monetary Fund per kg of the parcel's gross weight.

GLS is not liable for consequential damages or loss, e.g. losses of a purely commercial nature like loss of turnover or earnings, cost of replacements or losses attributable to delay in airfreight completion. Liability for delay in the event of domestic transports is limited to three times the amount of the transportation fee; in the event of international transports to the amount of the transportation fee being paid for the respective parcel.

- 7.2 For international transports the regulations of the CMR, the Montreal Convention or the Warsaw Convention may apply.

- 7.3 If the sender takes out no transport insurance, GLS compensates the value of the goods beyond the limitation of liability according to clause 7.1, sentence 1, and clause 7.2 up to an amount limited to:

- the purchase price or
  - for second-hand goods the current value or
  - for goods dispatched on occasion of an auction the auction price
- depending on which amount is the lowest in the individual case, however limited up to the amount of € 750.00 per parcel.

Retention agreed between the sender and the insurer of the sender leads to the applicability of this clause 7.3 only if this is expressly agreed between GLS and the sender.

## 8. Exclusion of Further Claims of the Sender

The passing on of fines to GLS, which the sender is obligated to pay to third parties, is excluded.

## 9. Severability / Jurisdiction

- 9.1 If any provision of these GTC should be invalid or non-enforceable, this shall not affect the validity and enforceability of the remaining provisions.
- 9.2 The exclusive venue for litigation with traders, public corporations or special funds under public law shall be Bad Hersfeld/Hessen.

## 10. Out-of-court Dispute Resolution

- 10.1 Information on Online Dispute Resolution for consumers: The EU commission has set up an online platform for the online-resolution of disputes ("ODR-platform"). This platform serves as a contact point for extrajudicial resolutions of disputes concerning contractual obligations, arising from online sales or services agreements. Customers can reach the ODR-platform under the following link: <http://ec.europa.eu/consumers/odr>, Email address GLS: [mail@gls-one.de](mailto:mail@gls-one.de).
- 10.2 GLS does not participate in dispute resolution before a consumer dispute resolution entity.

## Status as of: February 2017

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