

General Terms and Conditions of the General Logistics Systems Germany GmbH & Co. OHG

- hereinafter called **GLS Germany**-

Unless otherwise stipulated in these Standard Contract Terms, the regulations of the HGB as well as the CMR (Convention of The Contract for of The International Carriage of Goods by Road, Geneva, May 1956 and Protocol of 5th July 1978, Geneva) apply excluding the German Carriers' Standard Terms (ADSp).

1. Application

These Standard Contract Terms apply to all activities performed by GLS Germany, in particular, the despatch, handling, transshipment, storage and all arrangements for the carriage of parcels within Germany and international, no matter whether GLS Germany render the services themselves or if they are carried out by third parties.

2. Scope of service and Hindrances

2.1 GLS Germany provides as forwarding agent transportation services which are carried out by independent carriers. An economical as possible and fast transportation is obtained by standardized operations: The packages are transported as a consolidated shipment and sorted and transported within the depots and reloading points with automatic conveyers. The packages 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 receiver. Date and time are registered. Further interface documentation is not carried out.

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

2.3 The pickup of packages within the scope of the subcontractor direct sale as well as the receipt of the packages in the Parcel Shop will be acknowledged by the handing over of document of receipt provided by GLS Germany. Further Acknowledgments of package numbers or weights, addressees, contents and value of the packages or other criteria oblige where required the carrier, but not GLS Germany.

2.4 The delivery of packages which arrive at the outbound depot (= dispatch depot) by 17,00 hours is normally carried out within Germany within 24 hours (standard run-time) free to the door of the receiver. The compliance with the standard runtime is neither assured nor guaranteed.

2.4.1 GLS Germany carries out two delivery attempts.

2.4.2 The delivery is carried out at commercial receivers at the mail receiving station or the goods receiving department.

2.4.3 The delivery of packages is carried out with a discharging effect against signature of the receiver, a neighbour of the receiver or one in the business or household of the receiver present person, unless there are well-founded doubts about his/her entitlement.

2.4.4 As proof of delivery the printout of a reproduction of the available signature in digitised form of the recipient as well as where applicable the delivery note list signed by recipient are sufficient.

2.5 Weighing results measured by GLS Germany are traceable in the data storage via the parcel number.

2.6 For the time of their duration, performance hindrances which can not be assigned to the risk range of GLS Germany, free GLS Germany from those obligations whose completion was made impossible through these.

3. Agreement of the sender with the particularities of the bulk package dispatch

The sender accepts the scope of service described under number 2 (particularly 2.1) as amply sufficiently and he waives further measures particularly with regard to the documentation of interfaces. He always has the possibility of asking GLS Germany about the sequence of operations.

4. Transportation exclusions

In view of the processes represented under number 2 (particularly number 2.1) the following listed goods are excluded from transportation by GLS Germany due to their value and/or their composition. GLS Germany exclusively accepts closed packages for transportation, which normally are not opened by GLS Germany during the transportation. GLS Germany has no obligation to the check the parcel contents with regard to a violation of the following transportation exclusions.

4.1 Packages are excluded with a weight of more than 40 kg (Export more than 50 kg), a belt dimension (= circumference of the package plus the longest side) of more than 3 m, a length of more than 2 m, a height of more than 0.6 m and/or a width of more than 0.8 m.

4.2 The value of a parcel may not exceed € 5,000.--

4.3 Excluded from transportation are:

Goods packed insufficiently and/or not standard forms of packaging

Goods which require in any way particularly careful treatment (because they are e.g. particularly fragile or can only be transported upright or only lying on a certain side)

Perishable or temperature controlled goods, remains, living animals

Particularly valuable goods (e.g. money, precious metals and stones, jewellery and genuine pearls, objects of art, antiques)

Phone cards and pre-paid charts for mobile telephones

Valuable documents (e.g. securities, acceptance bill, savings books)

Firearms and essential weapon parts according to § 1 of the Weapon Law

Dangerous goods of classes not mentioned in number 8 for transportation within Germany

Parcels classified as carriage forward

4.4 From transportation overseas are additionally excluded:

Dangerous goods of all kinds

Cigarettes and liquors

Personal effects and ATA Carnet goods.

4.5 The acceptance of goods which can not be sorted automatically requires a special agreement.

4.6 GLS Germany is liable for damages or losses which result by or on packages, which were submitted contrary to transportation exclusion in number 4.1 – 4.4 only under the requirement that the sender has informed GLS Germany about the contents and value of the package and GLS Germany has in knowledge of this, explicitly agreed to it in writing. A written consent by a carrier or its performance assistants as well as the silent transfer of a package does not represent consent of GLS Germany.

4.7 If the sender submits a package to GLS Germany contrary to the numbers 4.1 – 4.5 it is at the absolute liberty of GLS Germany to make package available to the sender for collection or to transport it back at the senders expense, put it in storage or to submit it to another service provider for further transportation who does not provide the corresponding transportation exclusion. If circumstances justify it, GLS Germany is furthermore authorized to utilize such goods after notification of the sender at the senders' expense or to destroy the goods in the case of danger.

5. Sender's Obligations

5.1 Each parcel must bear and/or be accompanied by the duly completed accompanying documents filled out by sender and approved by GLS Germany. The sender shall be liable for the consequences of any errors in their completion. The sender must ensure when handing over the parcel that only one undamaged and from GLS Germany approved parcel label is attached to the largest side of the parcel and which is easily visible.

5.2 The sender is responsibly for a proper, and with regard to the scope of service represented above, inner and outer packaging for the dispatched goods, which withstands the strain, whereby the packaging must particularly ensure, that an access to the parcel contents is not possible without leaving a clear trace on the outside of the package. The packing guidelines of GLS Germany will assist you in this matter (see www.gls-germany.com).

5.3 The order for the transportation abroad includes the assignment of GLS Germany to administer customs clearance, if without clearance the transportation would not be possible. It is the responsibility of the sender to submit all papers required for the customs clearance to GLS Germany without request.

6. Check express

6.1 GLS Germany offers the service "Cheque Express" giving the possibility for the returning of crossed cheques within Germany. The preparation and registration of Cheque-Express-Parcels is carried out by the sender according to the guidelines of GLS Germany. In the case of several parcels being handed over on the same day to GLS Germany for transport to the same receiver, then every parcel has to be declared separately as a Cheque-Express-Parcel. The cheque express amount has to be entered on the designated GLS Germany-form. Only the amount declared on this form is regarded as the declaration of value.

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6.2 The cheque express amount may not exceed the value of the individual parcel and is limited for the individual parcel to a maximum of € 2,500.--. If several parcels are handed over on the same day to GLS Germany for transport to the same receiver, than the sum of the cheque express amounts in total may not exceed € 10,000.--.

6.3 The risk of the non payment and the forgery of received cheques bear exclusively the sender. GLS Germany receives the cheques as a representative of the sender, who gives GLS Germany a corresponding authorisation..

6.4 GLS Germany or auxiliary persons are not entitled, to accept cash or other means of pay-ment.

6.5 For every cheque express parcel an additional agreed fee will be charged.

7. Cash-Service

7.1 GLS Germany offers the service "Cash-Service" enabling the possibility to deliver parcels cash on delivery. The preparation and registration of Cash-Service-Parcels is carried out by the sender according to the guidelines of GLS Germany. In the case of several parcels being handed over on the same day to GLS Germany for transport to the same receiver, then every parcel has to be declared separately as a Cash-Service-Parcel.

7.2 The Cash-Service-Amount must be entered on the appropriate designated GLS Germany form. The Cash-Service-Amount may not exceed the value of the individual parcel and is limited for the individual parcel to a maximum of € 2,500.--. If several parcels are handed over on the same day to GLS Germany for the transport to the same receiver, then the sum of the Cash-Service-Amount in total may not exceed € 10,000.--. If the Cash-Service-Amount is indicated in digits and in words, then the digits become valid in case of doubt. The indicated Cash-Service amount indicated is regarded as the declaration of value.

7.3 For each Cash-Service-Parcel an additional fee will be charged.

8. Dangerous goods

8.1 GLS Germany provides the forwarding of dangerous goods of the classes 2 exclusively in inner-German traffic (apart from the classification code 1-3, 4F and toxic gases), 3, 4.1 (excluding the classification code SR and FO) 5.1 (apart from the packaging group 1 as well as classification O3, OT1, OF, OS, OW, OTC), 8 and 9 (excluding the classification code M1 up to M4, M8 and M10) according to the enclosures A and B of the European agreement regarding the International Transport of Dangerous Goods on the Road (ADR) and the Hazardous Goods Regulation Road and Railroad (GVSE).

8.2 The sender/client is responsible, that upon the handing over of the hazardous good to GLS Germany the relevant legal regulations with regard to declaration, packaging, enclosure of the transport papers and written instructions etc. are observed, even if these obligations apply to the one who in fact hands over the hazardous good. Upon the handing over of hazardous goods the bar coded hazardous goods label, stipulated by the GLS Germany system has to be attached according to valid ordering-list by the sender.

8.3 ATTENTION: If the sender/client offends culpably against the obligations specified in item/number 8.2, than he/she is liable for resulting damage.

9. Forwarding Agency fees, Reimbursement of Expenses

9.1 The respectively agreed prices and surcharges have been agreed between GLS Germany and the sender. They are based on 1 cubic meter = 166.67 kilograms. Returns and the transport of goods which can not be sorted automatically are charged to the sender according to the respectively valid price table.

9.2 Invoices from GLS Germany are to be paid immediately and without deductions. The charging of counter-claims by the sender is forbidden, unless they were legally stated or acknowledged by GLS Germany in writing.

9.3 If transportation fees, costs or charges have to be paid by a foreign receiver, or were caused by him, then the domestic ordering customer has to substitute the charges to GLS Germany which were not settled by the foreign receiver upon first request.

10. Liability

10.1 GLS Germany is liable for loss or damage suffered by parcels in its custody up to an amount of 8.33 special drawing rights of the international monetary fund per kg of the parcels gross weight. GLS Germany accepts no liability for consequential damage or loss, e.g. losses of a purely commercial nature like loss of turnover or earnings, missed profits, cost of replacements or losses attributable to delay in customs clearance. Liability for loss or damage other than that suffered by the goods themselves is limited per event to three times the amount of the carriage charge payable for the relevant consignment.

10.2 For truck transport cross-border deliveries the CMR liability provisions apply.

11. Insurance

11.1 In cases where the sender takes out no transport insurance, GLS Germany will

waive the limitation of liability stipulated in the first sentence of figure 7.1 paragraph 1 and will refund the value of the goods up to an amount not exceeding:

The purchase price or

for second-hand goods the momentary value or

for goods sent on occasion of an auction the auction price

Depending on which amount is the lowest in the individual case, however not exceeding € 750.- (for Cheque-Express and Cash-Service-Parcels not exceeding € 2,500.-) per package.

Unless otherwise expressly agreed in writing, any retention agreed between the sender and his insurer shall not constitute grounds for a corresponding waiver on the part of GLS Germany.

11.2 The sender shall not be entitled to assign or pledge insurance claims without the consent of GLS Germany.

12. Reimbursement of Expenses

If the sender engages GLS Germany to receive incoming packages or to import a package arriving from abroad, than GLS Germany has the right, but is not obliged, to pay the regarding freight charges, value cashes on delivery, customs, taxes and other charges as well as expenses and request refunding from the sender.

13. Exclusion of Further Claims of the Sender

The assertion of claims by the sender against GLS Germany in form of a further passing on the charges of monetary fines, to which the sender is obliged towards third parties, is excluded, particularly if immediate claims on GLS Germany are not possible from this third party.

14. Laps of Claims

14.1 All claims against GLS Germany shall lapse after one year.

14.2 The date of lapse shall be calculated as from either the date of delivery of the parcel or, if the package was not delivered, with the termination of the day, on which the delivery would have been carried out. The provisions mentioned in Art. 32 of the CMR shall apply to the lapse of claims relating to cross-border deliveries.

15. Written form

Supplementary agreements and divergent agreements require the written form.

16. Severability / Place of Jurisdiction

16.1 Should any of the provisions contained in these standard Contract Terms prove invalid this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision approximating as closely as possible to it in its commercial sense and purpose.

16.2 Place of jurisdiction is Neuenstein/Hessia.

Status as of: April 2004

This version of the Standard Terms of Contract represents a translation of the German original and is for convenience only. Concerning all matters of contents and interpretation the German version shall be used exclusively.