GENERAL TERMS AND CONDITIONS OF DHL FOR ELECTRONIC DATA EXCHANGE*

1. SCOPE/BASIS OF AGREEMENT

(1) These General Terms and Conditions (GT&C) apply to any form of electronic exchange of data, information and messages (hereinafter "Electronic Data Exchange" between the Sender and its respective contracting partner within Deutsche Post DHL Group via portals, websites or any other systems provided by it in connection with (framework) agreements for the transportation of parcels and/or Express shipments and/or mail and merchandise items, (hereinafter the "Agreement"), between DHL Paket GmbH and/or DHL Express Germany GmbH and/or Deutsche Post AG (hereinafter "Contractor") and the Sender, and are a component of the respective agreement.

(2) These General Terms and Conditions relate exclusively to the sender and to all participants named in the Agreement, individually and collectively, as "Senders" who participate in the Electronic Data Exchange.

(3) Depending on the type of Electronic Data Exchange the relevant specifications and functional requirements (e.g. DHL Parcel`s EDI requirement specifications when using EDI interface) in their current version shall apply. The relevant specifications and functional requirements documentations are integral part of this General Terms and Conditions (GT&C).

(4) The Sender shall be informed of changes to these GT&C and/or the specifications or functional requirements in accordance with the provisions of the Agreement in good time.

2. COMMUNICATION FACILITIES

The parties undertake to provide their hardware, software and other infrastructure required for Electronic Data Exchange (hereinafter "Communication Facilities") in proper functioning condition and in accordance with the applicable specifications and functional requirements by the agreed date of provision and to maintain this functionality until the end of the Agreement.

3. COMMUNICATION PROCESS

(1) The Contractor shall provide the Sender with an interface for the Electronic Data Exchange, such as a web-portal, a website, an EDI interface or any other IT interface (hereinafter "Communication Process"). The Connection to the interfaces as well as to the Sender's Communication Facilities necessary for use of the Communication Process shall not be part of the Contractor's scope of service. The Sender shall ensure that the data is securely transmitted according to the current state of the art, when exchanging or sending electronic messages. The Sender shall bear the responsibility and the risk for damages resulting from the use of transmission procedures that do not comply with the current respective security standards.

(2) The Communication System, including the selection of the appropriate transmission network and transmission speed and the requirements for the Communication Process are specified in the relevant specifications and/or functional requirements.

(3) The Contractor shall be entitled to adapt the requirements concerning the communication process to new requirements and to undertake changes in the transmission technology. The Contractor shall inform the Sender of this in good time.

(4) The Sender cannot demand from the Contractor any receipt or other (additional) documentation of its shipment data in any form other than the agreed Electronic Data Exchange. In particular, no confirmation of the handover of their parcels and all other shipments at the place of loading shall take place in writing or in text form (e.g. by way of a bill of lading, loading list, posting list).

4. COSTS

The costs of the provision, checking, and maintenance of the Communication Facilities used by the parties, the network fees payable for the Communication Facilities and the costs for the preparation, adjustment, and procurement of in-house software and hardware shall be borne by each party individually.

5. ACCESS, SHIPMENT DATA

(1) A message, transmitted by means of Electronic Data Exchange, shall be deemed to have been received, when it has been received in the receiving party's Communication Facilities and the receiving party has received an automatic confirmation of receipt in a manner suitable for the respective Communication Process (e.g. by email, portal confirmation, success code).

(2) If a message is sent via EDI connection outside business hours, it shall only be deemed to have reached the receiving party at the beginning of (normal) business hours on the next working day.

(3) If the communication process occurs via an EDI interface made available by the Contractor, the Sender shall transmit shipment data for **parcels** stating the actual or intended posting or collection date of the shipments on the day of handover of the associated shipment to DHL Paket GmbH no later than 6:00 pm (18.00h), however, at the earliest ten (10) days in advance. For **Express shipments**, the data transfer must be made on the same day, at the latest with the handover of the physical shipment. For all other interfaces, the specifications specified by the respective contractors in the interface shall apply.

6. SECURITY OBLIGATIONS AND ERROR CHECK

(1) Each party shall undertake to secure its Communication Facilities against unauthorized access by third parties, against the unauthorized sending or receiving of messages, data or information and against comparable misuse, as well as against loss, destruction or damage of input and output data for Electronic Data Exchange. In particular, the Sender shall keep its passwords and all other log-in data confidential, and shall not share such information with third parties. The requirements are laid down in the relevant specifications and/or functional requirements (e.g. EDI requirement specifications for DHL Paket).

(2) If stipulated, the messages and other data shall be encrypted and electronically signed according to the requirements in the specifications and/or functional requirements.

(3) The security obligations shall also include verification of the origin and integrity, the (indisputable) documentation of origin and receipt, and the guarantee of confidentiality of the messages.

(4) The Sender shall generate a password for the use of the Communication System in accordance with the specifications and/or functional requirements and update it regularly. If the Communication Process takes place via the EDI interface provided by the Contractor, a self-service portal is provided for this purpose, in which the Sender can independently generate, store and change their passwords. The operation of the self-service portal is provided by Deutsche Post AG.

7. INCIDENTS; AVOIDANCE OF ERRORS

(1) The parties are aware that the Communication Facilities and Communication Processes are prone to errors and that this may cause incidents and disruption. The parties shall make reasonable efforts to ensure the availability of the Communication Facilities and Communication Processes, except during scheduled maintenance windows, of which the parties shall inform each other in advance with regard to the respective Communication Process. The contractual parties shall not, however, be obliged to deliver a specific result nor shall they guarantee the availability of the respective communication process for a specific period of time.

(2) Should a party detect an incident in the Communication Process or have a justified suspicion to this effect they shall inform the other party immediately. This duty shall apply irrespective of where the source of the detected or suspected incident lies and whose responsibility it is. For this notification, if necessary, a communication channel other than the respective Communications Process used (e.g. telephone, fax, informational website) shall be selected.

(3) Irrespective of the obligation to notify the other party under Paragraph 2, in such an event each party shall take all measures available to reduce the damage by identifying and avoiding the error, provided the costs and efforts of the measures are reasonable in view of the reduction of damage that can be achieved thereby.

8. CONFIDENTIALITY; PROTECTION OF PERSONAL DATA

(1) The parties undertake to comply with the statutory provisions, in particular those pertaining to data protection law and the German Postal Act (Postgesetz).

(2) Each party undertakes to transmit or make available only such (personal) data within the context of the Electronic Data Exchange as is required for the purposes of the Agreement or as if the parties are entitled to do so on another legal basis.

(3) The Contractor shall make the data available for retrieval on the servers within the Communication Process and transmit or call up such data via the respective Communication Process used in encrypted format only.

9. LIABILITY/INDEMNIFICATION FROM LIABILITY

(1) Each party shall be liable for damage that arises from errors or incidents within their area of responsibility. If a security obligations laid down in Sections 6 or 7 is not fulfilled by a given party, the disputable presumption shall apply that the damage is caused by an error or an incident in the area of responsibility of that party.

(2) The parties shall not be liable for incidents or disruption to the Communication Process due to slight negligence or due to unforeseeable events that do not lie within their area of responsibility (force majeure). Events of force majeure include in particular war, civil unrest, forces of nature, fire, attacks of sabotage by third parties (e.g. via computer viruses), power outages, directives of governmental agencies, labor disputes, and failures of or service limitations on communication networks and gateways of other operators.

(3) Liability shall include all personal injury, damage to property and pecuniary losses including the cost of identifying the error. The compensation for damage to property and pecuniary losses shall be limited to a maximum amount of EUR 500,000 per event, but not exceeding EUR 1 million per year in total, and shall be limited to the damage the other party suffered as a result of relying on the authenticity, correctness, or integrity of the data, information or messages. The obligation to compensate the damages shall only apply to the extent that the other party did not recognize the lack of authenticity, correctness, or integrity of the message and could not have recognized it even if they have exercised reasonable care.

(4) The limitations of liability under this section 9 shall not apply to intent, gross negligence, claims arising from guarantees, in the event of loss of life, bodily injury, or damage to health, or to the extent that the German Product Liability Act (Produkthaftungsgesetz) is applicable.

(5) The Sender shall indemnify the Contractor against any claims for damages asserted by the recipients and other third parties, to the extent that such claims are based on the unencrypted transmission of the recipient data or unauthorized forwarding of data by the Sender. The Contractor reserves the right to assert any claims against the Sender.

10. TERM AND TERMINATION OF THE AGREEMENT

(1) The provisions of these GT&C shall take effect upon signature of the Agreement. They shall end automatically with the termination of the Agreement between the Contractor and the Sender. If the Sender has concluded a contract with several contractual partners from Deutsche Post DHL Group, the provisions of these GTC shall end with the termination of the last valid contract.

(2) In all other cases the parties may terminate participation in electronic data exchange by giving a notice period of one month to the end of a month. A termination shall not affect the validity of the Agreement.

(3) The right to terminate the Agreement for good cause shall remain unaffected. Good cause shall exist in particular if the Sender repeatedly supplies incorrect or late data.

(4) After the end of the contractual relations, the Sender shall return all the documents and software that it has received from the Contractor in connection with electronic data exchange.

(5) Unless otherwise provided for in these GT&C, the provisions of the Agreement shall apply.

Legal content as of 01/04/2020

*This is a translation of the "Allgemeine Geschäftsbedingungen für den elektronischen Datenaustausch (AGB DHL EDI)" in its version as of 04.2020 in the German language. This translation is for convenience only. The only binding version in case of any dispute, lack of clarity or divergence is the version in German language.