

# **General Terms and Conditions of Deutsche Post AG for orders from the Vehicle Branding & Signage online shop**

## **Section 1 Scope**

- (1) These General Terms and Conditions govern the contractual relationship between the Purchaser and Deutsche Post AG (hereafter referred to as "Deutsche Post") concerning orders from the Deutsche Post Vehicle Branding & Signage online shop (hereafter referred to as the "System"). After an order has been successfully placed by the Purchaser, Deutsche Post arranges a contract with a corresponding Subcontractor of Deutsche Post (hereafter referred to as the "Subcontractor").
- (2) The System is provided by Deutsche Post exclusively on the basis of these General Terms and Conditions.

## **Section 2 Subject matter of the agreement**

- (1) Deutsche Post provides the Purchaser with the System, including all the functions described in these General Terms and Conditions, and enables the Purchaser to place orders for the goods and services offered by the Subcontractors in the System.
- (2) Deutsche Post can apply certain requirements, such as a check of the login details or the proofs of payment, to the use of the System or individual functions of the System or the extent to which the individual functions and services can be used.
- (3) The Purchaser's entitlement to use the System is based only on the current technology. Deutsche Post can temporarily restrict the availability of the System if this is necessary with regard to capacity limits, the security or integrity of the server or the implementation of technical measures and if this ensures the correct or improved provision of the services (hereafter referred to as the "Maintenance Work").
- (4) If an unforeseen system failure prevents contracts from being concluded between the Purchaser and the Subcontractor or makes other functions of the System unavailable, information about the system failure shall be sent to the Purchaser if possible by email or using another appropriate method.

## **Section 3 Registration**

- (1) Before using the System for the first time, the Purchaser must register with the System and create a user account.
- (2) Registration as a Purchaser is only possible and permitted for natural and legal persons which have an order number assigned by Deutsche Post or one of its affiliated companies and which use the System in the context of their commercial activities.
- (3) In order to register, the Purchaser must provide all the data requested during the registration process correctly and in full.
- (4) After the successful completion and checking of the registration process, the Purchaser receives an individual username and password from Deutsche Post (hereinafter referred to as the "Login Data"), which they can use to log into the System and place orders. The Purchaser is obligated to store the Login Data for the user account securely and to ensure that the access to their user account is secure. The Purchaser is also obligated to keep the Login Data confidential, to prevent third parties from accessing it and to report the loss or improper use of the Login Data to Deutsche Post immediately. If further improper use is possible, the Purchaser shall

block their user account and inform Deutsche Post. The password should be changed regularly for security reasons. Orders placed by third parties as a result of a failure to comply with the security and confidentiality obligations shall be charged to the Purchaser.

- (5) The Purchaser is obligated to correct the data given during the registration process for the user account immediately if it changes (e.g. a change in the invoice address or contact person). In the event that the Purchaser does not change their data in time and the Subcontractor is required to act on the basis of this (e.g. when processing an order), the Subcontractor is entitled to make a charge of €30 plus VAT to cover expenses.

## **Section 4 Ordering**

- (1) The Purchaser can only place orders for the goods and services offered by the Subcontractors in the System via the System using the functions provided.
- (2) Orders for goods and services that have the trademark of the DHL Group may not be purchased from stock, but only on the basis of a specific contract concluded with Deutsche Post or one of its affiliated companies. Goods with trademarks may only be used under the conditions agreed in the contract that forms the basis of the order. If the goods are used contrary to the contract, Deutsche Post is entitled to block access to the System and to initiate the extraordinary termination of the contract.
- (3) The contract arranged by Deutsche Post for the goods or services ordered is between the Purchaser and the relevant Subcontractor, if the Subcontractor accepts the corresponding offer.
- (4) The Purchaser is obligated to provide the data required for the order correctly and in full and to check all the information and data requested to ensure they are correct.
- (5) When the order is sent electronically, the Purchaser is only making a binding offer for the goods ordered. The contract with the Subcontractor for the goods ordered is not concluded until a corresponding order confirmation mail is sent.
- (6) If the Purchaser also orders a service offered by the Subcontractor in the System (e.g. installation services for building fittings) that cannot be finally ordered via the System, the Subcontractor shall send the Purchaser a separate quotation by email.
- (7) If an item is unavailable for delivery, the Purchaser shall be informed of the unavailability of the item and, if possible, shall be offered a replacement item of equivalent quality at an equivalent price.

## **Section 5 Delivery/risk assumption**

- (1) The materials shall be delivered at the Purchaser's own expense and risk. Details of delivery dates are not binding, unless the Subcontractor has made a binding commitment to the delivery date in writing.
- (2) In the event of delivery problems resulting from force majeure, e.g. war, natural disasters and disruptions to operations, the statutory

regulations apply. This means that the Purchaser is freed from the obligation to pay and the Subcontractor is freed from the obligation to deliver.

(3) If the Subcontractor is not able to implement or deliver the order for more than 1 month because of force majeure, the Purchaser is entitled to withdraw from the purchase contract, unless the contract specifies otherwise.

damage is caused by gross negligence or deliberate disregard for duties or at least a negligent breach of material contract obligations (cardinal obligations); in the latter case, the extent of the liability shall be limited to typically foreseeable loss or damage. Cardinal obligations are obligations which must be fulfilled to enable the proper performance of the agreement and which the contractual partner may normally expect to be honored.

(2) The aforementioned limitation of liability does not apply to damages resulting from injury to life, body or health, to cases of liability in accordance with the Product Liability Act or if a warranty has been given in an exceptional case.

## **Section 6 Measures taken by Deutsche Post**

(1) Deutsche Post is entitled to take one or more of the following measures if there are indications that the Purchaser is in breach of statutory regulations, these General Terms and Conditions or provisions of the contracts with Deutsche Post or with one of its affiliated companies that form the basis for the orders or if Deutsche Post has another legitimate interest, in particular protecting the Subcontractor from fraudulent activities:

- a) Warning the Purchaser
- b) Restricting the use of the System functions
- c) Temporarily blocking the user account
- d) Permanently blocking the user account

(2) Deutsche Post can withdraw the right to use the System under the conditions of these General Terms and Conditions at any time. This applies in particular in the case of misuse of the System or late payment on the part of the Purchaser.

## **Section 7 Prices, due date and payment**

(1) All the prices in the System are net prices excluding VAT at the current rate and excluding freight costs, unless otherwise specified in the provisions relating to individual services. Deutsche Post assigns the receivables for the relevant invoice amount to the Subcontractor responsible for the order which is authorized to collect the assigned receivables.

(2) The invoices are issued by the Subcontractor and must specify the order number.

## **Section 8 Claims for defects**

(1) If there is a defect in the goods supplied, the Purchaser may, at its own discretion, demand supplementary performance in the form of the rectification of the defects or the supply of a fault-free item by the Subcontractor.

(2) If the legal conditions are met, the Purchaser can assert further claims for a reduction of the purchase price (reduction) or for withdrawal and also for damages. Damages may be claimed only if the requirements specified in Section 9 are met.

(3) The obligations to inspect and give notice of defects stipulated in Section 377 of the German Commercial Code (HGB) shall apply to the Purchaser.

## **Section 9 Liability**

(1) The Purchaser is not entitled to claim damages for any legal reason or to make claims for compensation for wasted expenses unless the

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## **Section 10 Other provisions**

German law applies, to the exclusion of the United Nations Convention on the International Sale of Goods. The place of performance and the place of jurisdiction is Bonn, if permitted by law.