

# GENERAL TERMS AND CONDITIONS OF BUSINESS INTERNATIONAL EXPRESS SERVICES



The general terms and conditions of business of TNT Express GmbH (hereafter: TNT) apply to all orders placed with TNT, irrespective of whether it involves haulage, freight or warehousing business. All orders, including those of non-merchants, will be performed exclusively on the basis of the following agreement. The terms and conditions of business also apply to future contracts, even where there is no repeated reference to the general terms and conditions of business of TNT. Any agreements that deviate from these general terms and conditions of business must be confirmed in writing by TNT in order to be effective. Drivers are not authorised to issue or receive contractual declarations.

**The general terms and conditions of business contain exclusions of and restrictions on liability that TNT and companies contracted by TNT can rely on. TNT therefore makes express reference to taking out adequate transport insurance.**

In addition to the general terms and conditions of business, the product-related information brochures available in our business premises and the company price list for transport insurance also apply. Your TNT branch will gladly send these documents to you on request.

## 1. General

These terms and conditions apply if the place where the goods which are to be transported and the intended place of delivery (or requested storage where necessary) are situated in two different countries. For transportation by air, if the final destination or intermediate stop is in a country other than the dispatching country, international air transportation treaties may apply. These international air transportation treaties may include the "Convention of 28 May 1999 for the Unification of Certain Rules for International Carriage by Air (Montreal Convention)" and the "Convention for the Unification of Certain Rules for International Carriage by Air" signed in Warsaw on 12 October 1929, or a treaty amended or supplemented by these through a protocol, or any other international treaty that replaces or takes precedence over one of the aforementioned treaties. Furthermore, international transportation may be subject to the provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in Geneva on 19 May 1956. The international air transportation treaties and the CMR govern and limit the liability of the shipping company in the event of loss, damage or delay to the shipment.

## 2. Goods excluded from transportation

TNT does not accept any orders that relate to the following goods:

Precious metals, jewellery, precious stones, money, coins, securities, antiquities, works of art, stamps or other tokens, unique items and other goods of exceptional value; dangerous goods as defined in the German Dangerous Goods Law (Gefahrgutgesetz), in particular radioactive materials, explosive goods, weapons, munitions and goods that could cause harm to other goods, the environment or people, or in respect of which the transportation, import or export is prohibited by applicable law; cytostatic drugs; animals; live plants, perishable goods and temperature-sensitive goods, as well as mortal remains; pornographic material; shipments that are subject to the transportation monopoly of Deutsche Post; shipments whose content, external appearance, transportation or storage contravene a statutory or official prohibition, or which would require special equipment, safety measures or authorisations.

Excluded goods may only be provided to TNT by the sender if a special written agreement has been made with TNT in advance, for example the sending of goods subject to special safety measures with Special Services or as dangerous goods (dangerous goods are only transported without any transit time promise). Dangerous goods packages over 100 kg/ L are excluded from transportation in the network. This does not apply to pallets, provided that the individual packages on the pallet do not exceed the quantity restriction. TNT is not liable for loss of and/or damage to goods provided to TNT for transportation in contravention of the transportation exclusions. TNT is not responsible for verifying whether goods are subject to any transportation exclusions. In case a suspicion of a violation occurs, TNT is allowed to open and check the consignment.

## 3. Terms of delivery

As a general rule, delivery is free at the place of delivery. Shipments in respect of which delivery is not free at the place of delivery are to be expressly declared as such on the TNT shipping order. A cash on delivery instruction is not connected with this. TNT is entitled, but not obliged, to collect the shipping fees from the recipient. The person placing the order is at all times obliged to pay the shipping fees to TNT.

## 4. Cash on delivery

The collection of payment on delivery for goods (collection) is not compatible with the international Express system. Therefore, and without exception, TNT does not accept any obligation to collect payment on delivery. Corresponding clauses that the sender / person placing the order includes in the shipping order / airway bill / consignment note do not create any obligation on TNT to comply with those clauses, even if TNT does not expressly oppose them.

## 5. Costs

Haulage charges per order are calculated on the basis of our respective valid price lists plus value added tax and transport insurance premiums. The price lists are part of the agreement between TNT and the sender. The agreements also govern pro rata service charges for (among other things) toll charges, fuel, security, financing costs, customs clearance as well as out-of-area shipments, and for manual data capture, and these are shown separately on the invoice. The same applies to paper invoices and imports which are invoiced in Germany. In addition, the person placing the order must reimburse all costs incurred by TNT in connection with the transportation in the interests of the sender. Your TNT branch would be happy to send you your agreement and your price list on request.

## 6. Money-back guarantee

If the agreed transit time is not complied with, the amount of the haulage charge will be determined by the service actually provided. This money-back guarantee does not apply in the case of delivery delays caused by force majeure (e.g. weather conditions, strike, lockout, official restrictions, etc.), missing or incomplete documentation (e.g. incorrectly completed TNT haulage orders, missing or incorrect labelling with TNT stickers depending on the service, a missing or incomplete undertaking of the commercial sender or security declaration of the known sender), subsequent requests by the sender or instructions from the recipient that directly affect the transportation process. Depending

on the service, the agreed transit time applies from Monday to Friday and/or Saturday (depending on the place of destination), from the day of receipt.

## 7. Responsibility for costs

With regard to shipments where delivery is refused by the recipient, return shipment will be made at the instruction of the sender / person placing the order and charged at the applicable respective price. Costs that arise due to a vehicle re-routing requested by the person placing the order or other authorised person will be borne by the person placing the order. If the recipient is unable to take delivery for more than five business days, the resulting storage costs will also be charged to the person placing the order.

## 8. Invoices / payment terms

All charges and expenses are immediately due and payable. Financing costs of 6% are always added to the invoice amount, which are deductible from the invoice amount if payment is made within the stated due date. If a new invoice needs to be prepared due to incorrect details in the shipping order or because the recipient of a "freight not prepaid" shipment refuses to pay the shipping charges, TNT will charge a fee of €17.80 net. If the addition of shipping orders / consignment notes to invoices is requested, €1.00 net per attachment will be charged. In this regard, please contact your responsible branch. Amounts owed may only be offset against TNT receivables to the extent that such amounts owed are undisputed or have been finally determined by a court. The same applies for asserting a right to withhold payment.

## 9. Right of inspection

TNT reserves the right to open and inspect shipments within the scope of the statutory provisions; however, it is not obliged to do so. As part of the inspection, it is possible that the shipment will be x-rayed. Even when the procedure is conducted properly, this can cause damage to goods that are sensitive to x-rays. TNT excludes all liability in this regard.

## 10. Customs provisions

The person placing the order is responsible for complying with national and international laws and other provisions in connection with the export, transit and import of its shipment and will bear the sole responsibility and risk for any breaches. Upon presentation of the required documents and information, the person placing the order confirms that all declarations and export and import information are complete, true and correct. These are to be handed over to TNT together with the shipment. The person placing the order is aware that false and incomplete statements made and documents submitted may result in civil and criminal law consequences, including confiscation and sale of the goods. If the person placing the order instructs TNT in writing to deal with customs clearances, the respective applicable supplementary charges of TNT will apply. Customs penalty fines, warehouse fees and other costs arising from the action taken by the customs authorities or other authorities as a result of a failure by the person placing the order or the recipient to provide the necessary export documents, licences or authorisations will be invoiced to the person placing the order, with increased customs fees and taxes where necessary, if it enforces its right to the delivery of the shipment. If the recipient does not pay upon first demand by TNT, the person placing the order is liable. For import customs handling, handling fees in varying amounts for customs handling by TNT are generally incurred in addition to government levies such as customs duties, taxes and - where necessary - other duties, depending on the type of handling and the country. The preparation of export notifications in Germany by TNT can only be carried out once a power of attorney has been granted. A fee is charged for this service. For any associated presentation with customs, a supplementary fee will be charged that corresponds to the individual expenditure. TNT must be informed in good time about exports requiring authorisation, and the required authorisations must be provided to TNT. To the extent no written waiver is provided, the instruction to take out further transport insurance will be issued in the case of higher values by declaring the value of the goods on the front part of the shipping order. Insurance cover that exceeds an insured amount of €40,000.00 is only effective following express written confirmation by your TNT branch. Claims for damages can only be accepted if a corresponding written reservation is made upon delivery. General reservations such as "not inspected" or "subject to reservation" mean that the goods are free from defects.

## 11. Exceptional increase in costs

Unforeseeable increases in costs (e.g. for fuel) will be added to the price following prior notice.

## 12. Bulky goods, special dimensions, special handling

Bulky goods means those goods whose volume weight is greater than the effective weight. Billing is based on the volume weight, provided that the volume weight is greater than the effective weight. You can obtain further information in your TNT branch. To ensure quick and safe handling, we ask you to notify your TNT branch in advance of accepting individual packages that exceed 2.40 m (L) or 1.20 m (W) or 1.40 m (H). We charge a service charge for special handling for shipments that place increased operational demands on TNT.

## 13. Liability / Increase of Transport Limited Liability (ITLL)

**To the extent that international air transportation treaties, the CMR or other mandatory law applies, TNT's liability will be governed and restricted in accordance with these provisions.**

**If mandatory law does not apply or if the mandatory law does not contain any relevant provision, TNT's liability will be determined as follows:**

**TNT's liability for damage to goods is limited to two special drawing rights (SDR) per damaged or lost kilogram of the shipment. TNT's liability for anything other than damage to goods (excluding personal injury and damage to goods that are not the subject of the contract of transportation) is limited to an amount equal to three times the amount that would have to be paid in the event of loss of the goods, but in any event not exceeding an amount of €100,000 per claim. If, when entering into the contract, the party placing the order considers that the foreseeable financial loss risk exceeds the aforementioned amounts, TNT will provide the party placing the contract with appropriate higher liability amounts at its request. TNT is entitled to increase the fee if the liability amounts are increased. §§ 431 Section 3, 433 of the German Commercial Code (HGB) are not affected. In respect of requested warehousing, TNT's liability for damage to goods is limited to €5.00 / kg, and to €5,000.00 per claim for financial loss. In the event of inventory discrepancies, a value-based balancing of shortages and surpluses is undertaken. The limitations of liability also apply to extra-contractual claims in accordance with**

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§§ 434, 436 HGB. The aforementioned limitations of liability - apart from those in the Montreal Convention - do not apply if the loss is attributable to an act or omission committed by TNT or its legal representatives or vicarious agents intentionally or negligently and in the knowledge that loss would be likely. In accordance with the respective applicable pricing, an increase in the limitation of liability for financial losses of up to €5,000.00 above the liability and transport insurance terms is deemed to be agreed.

## 14. Transport insurance

TNT covers goods and financial loss insurance (transport insurance) for up to €2,500.00 in favour of and at the cost of the person placing the order in accordance with the company price list for transport insurance, unless the person placing the order has waived it in writing or is sending a receiver pays consignment. To the extent no written waiver is provided, or a receiver pays consignment is sent, the instruction to take out further transport insurance will be issued in the case of higher values by declaring the value of the goods on the front part of the shipping order. Insurance cover that exceeds an insured amount of €40,000.00 is only effective following express written confirmation by your TNT branch.

Transport insurance from TNT for all types of shipment to Iran, Myanmar, Syria, Cuba, North Korea, Ukraine (Crimea, Sewastopol), Central African Republic and Sudan is excluded.

Claims for damages can only be accepted if a corresponding written reservation is made upon delivery. General reservations such as "not inspected" or "subject to reservation" mean that the goods are free from defects.

## 15. Proof of delivery

On request, you will receive from us free of charge IT screen information within four weeks of the date of delivery. We can send you a written proof of delivery at a price of €20.45 net each. For this, contact your responsible TNT branch directly.

## 16. Documentation

Use the electronic data interchange (EDI) and barcoding with us. You can obtain TNT shipping orders and TNT stickers free of charge from your TNT branch. The TNT shipping order must be fully completed by the person placing the order. TNT is not responsible for errors made by TNT staff when completing the form - for example, when an order has been accepted over the phone in exceptional circumstances. Each package is to be labelled with a TNT sticker by the person placing the order / sender. If the person placing the order / sender uses the assistance of the collection driver for this, the driver acts as the vicarious agent of the person placing the order / sender. TNT is not obliged to verify the details on the TNT shipping order, or to compare these with delivery notes or other details on the package. If, however, the weight in kilograms has not been stated by the person placing the order, or if it has been stated incorrectly, TNT is entitled to re-weigh the shipment in order to determine the correct transportation fee for this shipment. We charge €5.00 for TNT preparing or delivering consignment notes.

## 17. Electronic signature

To the extent that the delivery of the shipment is confirmed by an electronic signature of the recipient, the person placing the order expressly agrees to the subsequent reproduction of this recorded signature being used as proof of delivery.

## 18. Particular considerations

1. From 1 November 2016, all dispatch and collection orders for our express service will only be accepted through our electronic booking systems and by telephone through our Customer Service.
2. Your goods must be packed suitably for transportation (suitable for handling, lorry and air transportation). UN3373 biological materials, category B will only be accepted in packaging in accordance with IATA-DGR PI 650. Exempt human specimens and exempt veterinary specimens will only be accepted in rigid external packaging.
3. If the service is not expressly ordered in writing (Express/Economy Express), the order will generally be handled as Express.
4. The receiving point must be available to receive the shipment at least 90 minutes before the booked service (e.g. from 7.30am for a delivery with 9.00am Express). This provision applies to services with time-intensive delivery, i.e. 9.00am Express and 10.00am Express. 12 noon Express shipments can be delivered from 8.30am.
5. If a shipment cannot be transported using the Express or Economy Express service due to its weight, dimensions or other characteristics, alternative handling of the shipment will only be undertaken following instructions from and/or following consultation with the person placing the order, which must be confirmed in writing by the person placing the order. Until such time, the shipment will be held by TNT.
6. Residual risks also remain in high value grouped transportation. Please notify us in advance of any shipments that are particularly important and/or valuable so that we can determine special security measures.
7. For technical reasons, documents accompanying the shipment intended for third parties (e.g. delivery notes) must be affixed directly and securely to the shipment goods. If the shipment is in a transit procedure, the transit accompanying document incl. all relevant customs documents, verifiable by the signature of the TNT driver on the customs goods delivery certification form TC11, must be provided to TNT.
8. TNT is entitled to collect, store and process data transferred by the sender or the recipient or required in connection with the services carried out by it. Personal data will only be shared with governmental institutions and authorities within the scope of mandatory national legislation. Furthermore, within the legal framework TNT is authorised to share data with governmental authorities outside of the European Union, in particular customs authorities.
9. As a general rule, we exclude the exchange of loading aids.
10. Since delivery times can be regulated differently by the trade fair organisers, handling requires consultation with the responsible TNT branch. A transit time promise cannot be made for this reason.

11. The sender, recipient and third party beneficiaries may not be listed on sanctions and/or boycott lists issued by any organisation or country, and irrespective of whether the reconciliation relates to the specific transport.
12. In the case of deliveries to business and private addresses, following the initial unsuccessful delivery attempt a subsequent delivery attempt will be made only after prior agreement in writing/by telephone with the recipient. Please note that certain service types exclude the possibility to deliver to the recipient's occupants and neighbours if the sender has issued an advance instruction prohibiting this, or if the sender has prohibited such a delivery by notice to TNT in writing. Generally speaking, the shipment will not be left with neighbours at the first delivery attempt if the original delivery address is clearly a business address.

## 19. Jurisdiction

The place of performance and place of exclusive jurisdiction is Siegburg unless mandatory legal provisions determine another place of jurisdiction or it concerns a contract with a consumer and other non-merchants.

If you have any questions about these terms and conditions or if you would like information about services other than the standard services described here, please contact the TNT specialists who look after you.

Revised: 9 | 2016. Valid in the most recent version. Subject to change. You can find the current General Terms and Conditions of Business and the costs and service fees stated above from your TNT branch or on the internet at [www.tnt.de/nebenkosten](http://www.tnt.de/nebenkosten).