

GENERAL TERMS AND CONDITIONS FOR THE USE OF DHL ONLINE FRANKING

1 Scope of application/basis of agreement

(1) These General Terms and Conditions (GT&C) apply to agreements concluded with Deutsche Post AG, Charles-de-Gaulle Straße 20, 53113 Bonn (hereinafter referred to as "Deutsche Post") for using the Online Franking application. The customer can use this application to purchase addressed parcel labels for the available selection of products (hereinafter referred to as "DHL Shipping Labels"), which can be printed on their own printer, or to purchase pre-paid individual coupons (hereinafter referred to as "Coupons"), which can be used to purchase DHL Shipping Labels.

(2) The DHL Shipping Labels entitle the person specified on them as the sender to obtain the stated transport service (DHL Päckchen (small packets), DHL Paket, DHL ExpressEasy shipments and pick-up) to the recipient specified on the DHL Shipping Label, in accordance with the general conditions* and prices for the respective transport service of Deutsche Post and its associated companies, which can be viewed at the relevant locations of Deutsche Post. The agreement concerning the respective transport service is not concluded until the shipment is posted or handed over at or to Deutsche Post or its associated handling company as set out in the relevant general conditions.

*AGB Brief National (GT&C for the Domestic Mail Service) or AGB Brief International (GT&C for the International Mail Service) for small packages; AGB Paket/Express National (GT&C for the Domestic Parcel/Express Service) for national parcels and Express shipments or AGB Paket International (GT&C for the International Parcel Service) for international parcels and ATB ExpressEasy International (TT&C for the International ExpressEasy Service) for international ExpressEasy shipments.

(3) The Coupons entitle the customer to order the DHL Shipping Labels specified on the coupons in the franking application.

2 Conclusion of the agreement

By ordering, the customer submits a binding offer for the conclusion of an agreement. The agreement concerning the ordered DHL Shipping Label, the requested pickup or the Coupon takes effect vis-à-vis the parties, if Deutsche Post accepts the offer. Acceptance occurs by sending an order confirmation by e-mail. In this e-mail the respective ordered products are usually made available, too.

3 Right of Withdrawal

3a Right of Withdrawal for Online Franking

(1) Right of Withdrawal

You have the right to withdraw from your order of DHL Shipping Labels or Coupons within fourteen (14) days without giving any reason.

The withdrawal period will expire fourteen (14) days from the day you acquire, or a third party other than the carrier indicated by you acquires, possession of (i.e. print out or receive in your e-mail inbox) the DHL Shipping Labels or Coupons.

To exercise your right of withdrawal, you must inform us (Deutsche Post AG; DHL Online Frankierung; Charles-de-Gaulle Str. 20; 53113 Bonn) of your decision to withdraw from this contract by means of a clear declaration (e.g. online at [dhl.de/widerruf](https://www.dhl.de/widerruf), by e-mail to widerruf@dhl.com, by telephone at 0228 4333112 or by letter sent by post). To do so, you can submit a clear declaration electronically on our website [dhl.de/widerruf](https://www.dhl.de/widerruf) or use the model withdrawal form, which is, however, not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

(2) Effects of withdrawal

If you withdraw from this agreement, we shall reimburse to you all payments that we have received from you without undue delay and in any event no later than fourteen (14) days from the day on which we are informed about your decision to withdraw from this agreement. 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. We may withhold reimbursement until we have received the goods back or you have submitted evidence that they have been sent back, whichever comes first.

You shall send back or hand over the DHL Shipping Labels or Coupons to Deutsche Post AG; DHL Online Frankierung; Charles-de-Gaulle Str. 20; 53113 Bonn, or to permanently delete them from your e-mail inbox, or, in the case of printed DHL Shipping Labels, to destroy them, without delay and in any event no later than fourteen (14) days from the day on which you communicate your withdrawal from this agreement to us. The observed deadline is met, if you send the goods or permanently delete them or destroy them before the period of fourteen (14) days has expired.

You will have to bear the direct cost of returning the DHL Shipping Labels.

You are only liable for any diminished value of the DHL Shipping Label or Coupon resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the DHL Shipping Label or Coupon.

3b Right of Withdrawal for the pickup service

(1) Right of withdrawal

You have the right to withdraw from this agreement within fourteen (14) days without giving any reason.

The withdrawal period will expire fourteen (14) days from the day of the conclusion of the agreement.

To exercise your right of withdrawal, you must inform us (Deutsche Post AG; DHL Online Frankierung; Charles-de-Gaulle Str. 20; 53113 Bonn) of your decision to withdraw from this contract by means of a clear declaration (e.g. online at [dhl.de/widerruf](https://www.dhl.de/widerruf), by e-mail to widerruf@dhl.com, by telephone at 0228 4333112 or by letter sent by post). To do so, you can submit a clear declaration electronically on our website [dhl.de/widerruf](https://www.dhl.de/widerruf) or use the model withdrawal form, which is, however, not mandatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

(2) Effects of withdrawal

If you withdraw from this agreement, we shall reimburse to you all payments that we have received from you without undue delay and in any event no later than fourteen (14) days from the day on which we are informed about your decision to withdraw from this agreement. 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 withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

4 Rights and obligations of Deutsche Post

(1) Besides its legal claims against the customer, Deutsche Post reserves the right to block online access to the Online Franking application and/or acceptance of the shipment if the customer uses the service contrary to the agreement.

(2) Deutsche Post can, in particular, refuse the use of e-mail addresses in the Online Franking application if the system is unable to identify the customer ("10 minute mail"), if there is any other doubt regarding the identifiability of the customer, or if there is a suspicion of misuse.

5 Customer's rights and obligations

(1) The customer must keep available sufficient printing consumables in order that the customer's printer can create print-outs with a minimum resolution of 300 dpi.

(2) After their printing, no changes may be made to the DHL Shipping Label. In particular, the sender or recipient details may neither be deleted nor changed, for example.

(3) DHL Shipping Labels may not be combined with other postage types, e.g. postage stamps (prohibition of hybrid franking). The use of additional DHL Shipping Labels for services (e.g. bulky goods shipments) is permitted, but only in the event of posting and booking in Deutsche Post or Deutsche Postbank retail outlets or agencies.

(4) The customer may only use the purchased DHL Shipping Labels for a transport order between the sender and recipient printed on the DHL Shipping Label. The customer may only use Coupons in order to purchase the specified number and value of the DHL Shipping Labels. Resale is not permitted in either case.

(5) The customer undertakes to provide a permanent and customisable e-mail address for the purchase via the Online Franking application, for which a deliverable postal address is verifiably stored that clearly identifies the customer as the buyer.

(6) If the customer provides the recipient's e-mail address and/or telephone number when placing the order, the customer guarantees that the customer is entitled on a legal basis (e.g. by consent) to pass the e-mail address to Deutsche Post and its other associated companies handling the transport services as set out in (1) – currently DHL Paket GmbH and DHL Express Germany GmbH – for the purpose of communicating with the recipient concerning delivery of the shipment in question and in order to meet statutory obligations (e.g. notification of customs authorities).

(7) The customer may download the purchased DHL Shipping Labels or the purchased Coupons within a period of 30 days of the conclusion of the agreement, quoting the shopping cart ID. After this period the DHL Shipping Label or the Coupons can be sent to be customer by e-mail on request.

(8) Purchased Coupons and DHL Shipping Labels are valid for three years starting at the end of the year in which the Coupons or the DHL Shipping Labels were purchased. Campaign coupons, for example from the bonus programme, have the individually stated period of validity.

(9) If the customer has booked the pickup of a shipment, the pickup will be carried out at the specified address by a deliverer of Deutsche Post or of its associated handling company as set out in the relevant general conditions, and the shipment will either be handed over personally by the customer or be taken from a specified storage location. This storage location should generally be on the customer's premises, in a dry place, protected from the weather, out of sight of third parties, and with unhindered access for the delivery staff. The shipment must be available at the specified storage location no later than 8:00 on the pickup date. Shipments to be picked up must be sufficiently franked, packed, addressed, and labelled with the correct Identcode.

6 Prices

(1) The applicable prices are those specified for the individual products in the DHL Online Franking application at the time of ordering.

(2) Payment is made using one of the payment methods offered in the Online Franking application.

7 Liability

(1) Customer's claim for damages for any given reason or claims for compensation for futile efforts are excluded, unless they are caused by gross negligence or intent or a negligent breach of essential contractual obligations (cardinal obligations); in the latter case, the extent of liability will be limited to typically foreseeable loss or damage. Cardinal obligations are obligations whose fulfilment is vital to the proper performance of the agreement and which the contractual partner may normally expect to be honoured and/or obligations whose breach would compromise the achievement of the purpose of the agreement.

(2) The foregoing limitation of liability does not apply in the case of injury to life, limb, or health; in the case of liability under the German Product Liability Act [Produkthaftungsgesetz]; or where Deutsche Post has, exceptionally, granted a guarantee.

8 Data protection

(1) The customer's personal data will only be collected, processed or used if the customer has given consent or if the EU General Data Protection Regulation (EU GDPR), the German Federal Data Protection Act [Bundesdatenschutzgesetz, BDSG], the German Postal Act [Postgesetz, PostG], or another statutory provision orders and permits it.

(2) If the customer uses DHL Online Franking via Internet exchanges and sales platforms of third parties (e.g. eBay, Amazon), not only will the customer's contractual partner (seller or buyer) be able to view the address and shipment data, but this data will also be available to and stored by the operator of the website. In these cases, the use and storage of data is therefore not entirely under the control of Deutsche Post. It is possible that data entered could be further processed and stored on servers outside the European Union. Alternatively, if customers do not agree to this, they will still be able to access and use DHL Online Franking directly via Deutsche Post's own solution (website), using the link <http://www.dhl.de/onlinefrankierung>.

9 Non-assignment clause and offsetting ban

(1) The customer may neither assign nor pledge claims against Deutsche Post with the exception of monetary claims.

(2) Offsetting and retention in relation to claims of Deutsche Post are only permissible with payable counterclaims which are undisputed, legally enforceable or ready for decision, or are due to defects in the performance on which they are based.

10 Other provisions

(1) German law is applicable to all legal relationships of the contractual parties, to the exclusion of the UN Convention on the International Sale of Goods.

(2) Bonn is the exclusive place of jurisdiction for legal disputes involving merchants, legal persons under public law, or special funds subject to public law resulting from agreements based on these GT&C.

(3) General duty to inform pursuant to Section 36 of the German Consumer Dispute Settlement Act [Verbraucherstreitbeilegungsgesetz, VSBG]: Deutsche Post AG will not participate in any dispute resolution process, as defined in the VSBG, concerning the products and services covered by the agreement.

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Deutsche Post AG
DHL Online Franking
Charles-de-Gaulle-Str. 20
53113 Bonn

Notice of cancellation

I hereby revoke the agreement I concluded regarding the purchase of the following goods (*)/the provision of the following services (*)

Ordered on (*)/received on (*): _____

Shopping cart number: _____

Name of the consumer: _____

Address of the consumer: _____

Date, signature of the consumer(s)

(*) Delete where not applicable