

General Terms and Conditions of Deutsche Post AG

DOMESTIC MAIL (AGB BRIEF NATIONAL)

1 Scope of application and legal basis

(1) These General Terms and Conditions, hereinafter 'GT&CS', shall apply to agreements concluded with Deutsche Post AG and its affiliated companies, hereinafter 'Deutsche Post', pertaining to the transport of letters and letter-like items (Section 449 of the *Handelsgesetzbuch* (HGB - German commercial code)), hereinafter 'items', within Germany. The scope of application shall include any specially agreed upon additional and supplementary services. These GT&Cs comprise in particular the following products and services:

1. Letters, hybrid E-Postbrief items (as regards to conveyance), postcards, *Dialogpost*, literature for the blind and formal delivery orders; the latter only insofar as they are not already bindingly regulated by public law (*Zivilprozessordnung* (German Code of Civil Procedure), *Postgesetz* (German Postal Act)); (letter mail),
2. *Postwurfspezial* items (partially addressed advertising mail), *Postaktivell* items, *Warensendung* merchandise shipments, small packets, *Dialogpost Schwer* items and *Blindensendungen Schwer* items (heavy items for the blind); (letter-like items),
3. Registered letters, *Einschreiben Einwurf* (registered letters delivered to the recipient's mailbox (tracked only)), advice of receipt, reply item, Response Plus, *Wert National* (domestic insured letters) and *Premiumadress* and address verification/notification; (additional services),
4. Forwarding of letters and merchandise shipments.

(2) In addition to these GT&Cs, the brochure *Leistungen und Preise* (services and prices), the *Regelungen für die Postbeförderung von gefährlichen Stoffen und Gegenständen* (rules governing the postal transport of hazardous substances and objects) and the *Versandbedingungen DHL PAKET NATIONAL und INTERNATIONAL* (DHL DOMESTIC AND INTERNATIONAL PARCEL dispatch conditions), shall apply in their latest versions; they are available for consultation at Deutsche Post's retail outlets. Furthermore, special service specifications and transport conditions shall apply to which reference is made in the 'Services and Prices' brochure, in the individual agreements or in transport documents (consignment notes, posting receipts etc.).

(3) Where not set forth – in the following order – by binding legal provisions, written individual agreements, the special conditions referred to in (2) and these GT&Cs, the provisions of Sections 407 ff. of the HGB regarding freight agreements/contracts shall apply.

2 Contractual relationship – establishment and exclusions

(1) Transport agreements are constituted by the handover of items, whose carriage is not excluded pursuant to Paragraph 2, by and for the sender and their assumption into the care of Deutsche Post or a company commissioned by Deutsche Post (posting or collection) in keeping with the provisions of the present GT&Cs. Any contrary general terms and conditions of the sender are hereby expressly objected to.

(2) The following are excluded from being transported:

1. Items whose content, external make-up, transport or storage violates a legal or public authority prohibition; these include items whose contents violate legal provisions on the protection of intellectual property including forged or unlicensed copies of products (counterfeiting);
2. Items whose transport requires special treatment by Deutsche Post (e.g., maintaining a certain temperature; obtaining a public-law permit or reporting to a public authority);
3. Items whose content or exterior make-up have the potential, during usual transport and despite sufficient packaging, to injure or infect persons or cause damage to property;
4. Items which contain live animals or human remains; excepted are invertebrates (e.g., queen bees and feed insects), as long as the sender takes all the necessary precautions to ensure transport is safe and appropriate to the animals' needs without requiring special treatment;
5. Items whose transport is subject to regulations on hazardous goods, unless these are permitted under the "Rules governing the transport of hazardous goods and substances"; Section 410 of the HGB shall remain unaffected thereby;
6. Items containing cash, precious metals, jewellery, watches, precious stones, objects of art, antiques, unique specimens or other articles of value or securities for which, in the event of damage, no stoppage and no cancellation and replacement procedure can be carried out (Class II valuables); however, a) valid postage stamps, vouchers, transport tickets and admission tickets, and b) only if enclosed in letters posted as *Wert National* (domestic insured letters), cash up to a value of €100 are permitted too, as well as the other aforementioned goods (Class II valuables) up to the value of €500 per letter (item); however, the number of letters with such contents posted with the special service *Wert National* that a sender may hand over to be sent shall be limited to
– one letter per day to any one recipient
– and to five letters in total per day.

7. Items for which no or insufficient postage has been paid and that are posted with the intention of surreptitiously obtaining the transport service without payment of the remuneration payable for it.

(3) Should an item by its nature (size, format and weight etc.), due to its contents or in another way not comply with the terms set forth in Section 1 (2) of these GT&Cs, Deutsche Post shall be entitled

1. to refuse to accept the item or
2. to return or hold for collection an item that has already been handed over and accepted or
3. to transport the mail item without notifying the sender and to demand additional remuneration for this pursuant to Section 5, Paragraph 3.

The same applies if the sender refuses to provide information at Deutsche Post's request in case of suspicion of dispatch of excluded items or of other violations of contract.

(4) Deutsche Post shall not be obliged to check items for exclusions of transport pursuant to Paragraph 2.

3 Rights and obligations of the sender

(1) The sender's special instructions pertaining to special treatment of their item shall be binding only if they are provided in the 'Services and Prices' brochure or an individual agreement, and are issued in the form specified therein. The sender shall have no claim to demand compliance with their instructions if they were issued to Deutsche Post after the handover/acceptance of the item.

(2) Termination by the sender in accordance with Section 415 of the HGB after the transfer of the item into the care of Deutsche Post shall be excluded.

(3) It shall be incumbent on the sender to select a product of Deutsche Post AG or of its affiliated companies that provides the best possible insurance cover for any damage incurred in cases of loss, damage or other improper performance.

(4) The sender shall be obliged to label the items with the recipient's full details. The sender shall be required to provide – where possible and necessary – complete and true details regarding their item which allow for unique identification even in the case of loss or damage. The sender must pack the goods so that they are protected against partial loss and damage, and that no damage is caused to Deutsche Post (Section 411 of the HGB). Further details regarding small packages, *Dialog Schwer* items and *Blindensendungen Schwer* items are contained in *Versandbedingungen DHL PAKET NATIONAL und INTERNATIONAL* (DHL DOMESTIC AND INTERNATIONAL parcel dispatch conditions).

(5) The sender must tolerate postal stamp impressions and notes as well as advertising stamps on the item insofar as this is necessary for operational reasons or the rights of the sender are only insignificantly affected by this.

4 Services provided by Deutsche Post

(1) Deutsche Post shall transport the items to their destination and deliver them to the recipient. On the basis of a separate agreement, Deutsche Post offers the recipient optional services for electronic notification of the items intended for them (delivery notification). The details of these services are regulated in the terms and conditions pursuant to Number 1(2) 'Services and Prices'. Deutsche Post shall make all reasonable efforts to deliver the item within the time window according to its own quality targets (normal transit times). However, the internal time specifications are neither guaranteed nor do they in any way constitute part of the contract, i.e., Deutsche Post shall not be required to meet a specific delivery time unless a different arrangement has been made for special products in individual agreements or under the special conditions listed in Section 1, Paragraph 2. It will be at the discretion of Deutsche Post to select the type, route and means of transport or to provide all services by sub-contractors (sub-contracted carriers) taking into consideration the sender's interests.

(2) Delivery of the item by Deutsche Post to the address imprinted on the item shall take place by inserting the item in a house letterbox or a similar facility (for example, P.O. box) intended for the recipient which is large enough to accept the item. Delivery of the item may also take place by handing it to the recipient or to a person authorised by the recipient in writing to receive it ('postal proxy'); items to recipients in communal facilities (such as prisons, communal residences or hospitals) may also be delivered to a person appointed by the management of the facility to receive mail items ('postal proxy'). Sentences 1 and 2 shall only apply if no other arrangements have been made, such as storage, redirection, Postscan or delivery by deposit in a certain location or in a DHL Packstation, with the recipient or person appointed to take delivery, and the sender has not issued any instructions to the contrary in advance. Items with the additional services 'Registered letter' and 'Advice of receipt' shall only be delivered against written confirmation of receipt and if proof of authorisation to receive the item is shown. Deutsche Post reserves the right to request proof of authorisation to receive the items also for other items. Proof shall not be requested if the postal proxy is personally known.

(3) Deutsche Post shall be entitled to hand over items which cannot be delivered in the manner described in Paragraph 2 above to a substitute recipient. Substitute recipients shall be:

1. Members of the recipient's family;
2. other persons also on the recipient's premises;
3. residents in the same house or neighbours, who
– based upon the circumstances, can be assumed to be authorised to receive the items,
– and if the deliverer immediately notifies the recipient of the items and of the substitute recipient (name and address of the resident or neighbour) by physical or electronic means (e.g., notification card, e-mail) to the receiving device provided (house letterbox or e-mail address);



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- providing the items are not sent with the special service ‘Registered letter’ or ‘Advice of receipt’,
 - delivery shall not be made to residents and neighbours if the sender has issued instructions to the contrary in advance or the recipient has forbidden Deutsche Post in writing from effecting such delivery.
- (4) Deutsche Post shall keep items which were not delivered according to Paragraphs 2 and 3 for collection by the recipient or a postal proxy within a period of seven working days (including Saturdays) from the day after delivery was first attempted, at one of its retail outlets or another suitable facility. This shall also apply if it cannot be reasonably expected of Deutsche Post to deliver the item due to the fact that no house letterbox exists or that the house letterbox is unsuitable or inaccessible or due to other disproportionate difficulties.
- (5) Deutsche Post may use electronic devices to issue a confirmation of receipt. These devices may be used to document either the printed name in combination with the digitalised or electronic signature or another form of identification of the recipient or postal proxy (for example, PIN).
- (6) Deutsche Post shall transport undeliverable items back to the sender within Germany, except where this is prohibited under the conditions in Section 1, Paragraph 2 for that particular product; the sender shall have no claim to have the item returned abroad. Items are undeliverable if no postal proxy is present at the time of delivery and if the period for collection of the item has expired without effect, if acceptance is refused by the recipient or the postal proxy, or if the recipient cannot be determined. Refusal to take delivery of an item shall also be considered to include hindrance of delivery through actions applied to an existing mail receptacle (e.g., sealing it shut/prohibiting delivery to mailboxes), refusal to pay an additional charge or refusal to issue a confirmation of receipt.
- (7) If an undeliverable item cannot be returned to the sender in the manner set forth in Paragraphs 2 to 5, Deutsche Post shall be entitled to open the item. If the sender or another authorised person cannot be determined or if delivery or return of the item is not possible or reasonable for any other reason, Deutsche Post shall be entitled to exploit the item in accordance with the legal provisions after a reasonable period of time. Deutsche Post may exploit items immediately in accordance with the legal provisions if the recipient and the sender refuse to accept or take back the item. Goods that cannot be exploited or perishable goods or items as per Section 2, Paragraph 2, Numbers 2 and 4 may be immediately destroyed by Deutsche Post.

5 Charges

- (1) The sender shall be obliged to pay the charge for each service as specified in the ‘Services and prices’ in advance and no later than at the time an item is posted (franking), unless the terms or individual agreements specified in Section 1, Paragraph 2 include special terms of payment. The recipient has a payment obligation for reply items and *Response Plus*.
- (2) The sender shall reimburse Deutsche Post for expenses in excess of the agreed upon remuneration, insofar as these were incurred for the item and Deutsche Post was entitled to consider them necessary under the circumstances (Section 420, Paragraph 1 of the HGB). These may include, in particular, costs arising from storage or return transport in accordance with Section 4, Paragraphs 6 and 7. All these charges shall be payable immediately upon request.
- (3) In cases involving unpaid or partially paid items the recipient may pay the transport charges plus a collection fee as well as any other charges due with regard to the item on behalf of the sender, thereby releasing the sender of their payment responsibilities (charge on unpaid or underpaid items). If the recipient refuses to pay the outstanding costs in full, this shall be deemed a refusal to accept delivery; the sender shall remain obliged to pay the costs. The sender must pay a higher collection charge if they surreptitiously obtain the services of Deutsche Post with the intention of not paying the charges or not paying the full amount.
- (4) Senders who reside in Germany whose items addressed to destinations in Germany were posted abroad must in line with the Universal Postal Convention pay the full charge for the corresponding domestic item. If the items concerned are items posted in another European Union country, Deutsche Post shall take into account the terminal dues received from the foreign postal company.

6 Liability

- (1) Deutsche Post shall be liable for damage which can be traced back to an action or omission performed by Deutsche Post, one of its employees or another vicarious agent (Section 428 of the HGB) either deliberately or negligently and in full awareness that this would probably cause damage, irrespective of the following limitations of liability. This shall apply to damage resulting from the behaviour of its employees or vicarious agents only insofar as such persons have acted within the performance of their duties. Deutsche Post shall bear unlimited liability for damage resulting from an injury to life, limb or health, which is caused by a deliberate or grossly negligent breach of duty by one of its representatives or vicarious agents.
- (2) Deutsche Post shall also be liable for loss and damage to items whose carriage is not excluded pursuant to Section 2, Paragraph 2 and for the inappropriate fulfilment of other obligations only if special services in accordance with Section 1, Paragraph 1, Sentence 2, Number 3 have been agreed upon. The scope of liability shall be re-

stricted to the direct damage typical for the agreement up to the maximum amounts specified in Paragraph 3. Compensation for indirect damage (including lost profit or loss of interest payments) shall be excluded. This shall apply irrespective of whether the risk of such damage was pointed out to Deutsche Post before or after acceptance of the item. Deutsche Post shall also be released from this liability in cases in which the damage is due to circumstances it was unable to avoid even with the utmost care and the consequences of which it was unable to prevent (for example, strike and *force majeure*). The cases involving division of damage and special reasons for excluding liability, as set forth in Section 425, Paragraph 2 and Section 427 of the HGB, as well as any other cases of statutory limitations or exclusions of liability, shall remain unaffected.

- (3) The liability of Deutsche Post pursuant to Paragraph 2 shall be limited to the following maximum amounts: for letter and letter-like items with the special service

1. Registered letter	€25
2. Einschreiben Einwurf (Registered letter to the recipient’s mailbox (tracked only))	€20
3. Advice of receipt and address verification/notification/ Premiumadress	additional charge
4. Wert National (domestic insured letter) where cash is enclosed	€100
where (exclusively) other goods are enclosed	€500

Liability of Deutsche Post for non-compliance with the delivery period or in the event of any other deviation from an agreed upon delivery date for items for which compliance with a particular delivery period or delivery date is due shall not exceed the actual value of the freight (repayment of the charge).

- (4) An item shall be deemed lost if it has not been delivered to the recipient within twenty (20) days of being posted and its location cannot be determined. By way of derogation from Section 424, Paragraph 3 of the HGB, Deutsche Post may also demand reimbursement of compensation for damage paid by it pursuant to Paragraph 1 and 2.
- (5) The sender’s liability, especially their liability pursuant to Section 414 of the HGB, shall remain unaffected. The sender shall be liable above all for damage incurred by Deutsche Post or third parties as a result of sending excluded items pursuant to Section 2, Paragraph 2 or as a result of a breach of the sender’s obligations pursuant to Section 3; if the sender is a consumer, fault is required for their liability.

7 Other provisions

- (1) The sender may neither assign nor pledge any claims towards Deutsche Post; excepted from this shall be monetary claims.
- (2) The offsetting of counterclaims against or retention of a counterclaim towards claims on the part of Deutsche Post shall only be permissible insofar as the due counterclaim in question has become *res iudicata*, is finally decided, undisputed, ready for decision or is based upon defects on the performance in question.
- (3) Deutsche Post reserves the right to collect, store and process data provided by the sender or recipient and/or required for providing its services. Deutsche Post also has the right to notify courts and public authorities of data within the legally defined scope. Deutsche Post shall maintain postal secrecy and data protection in accordance with the applicable statutory provisions.
- (4) The sole place of jurisdiction for legal disputes with business people, legal entities under public law, or special funds under public law resulting from contracts subject to these GT&Cs shall be Bonn (Germany). German law shall apply.
- (5) General Information according to Section 36 of the German Act on Alternative Dispute Resolution in Consumer Matters (VSBG): Deutsche Post is obliged to participate in dispute resolution procedures before a consumer arbitration board. Senders who post items as consumers under the standard conditions (GT&Cs) and their recipients, insofar as they are also consumers, may call upon the consumer arbitration board for the purpose of settling disputes regarding rights and obligations in cases of loss, theft or damage of mail items or the infringement of the rights described in Section 34 (1) of the German Postal Act (Postgesetz, PostG), if an agreement with Deutsche Post could not be reached.

The relevant consumer arbitration board is:

Schlichtungsstelle Post
Bundesnetzagentur für Elektrizität, Gas, Telekommunikation, Post und Eisenbahnen
Tulpenfeld 4
53113 Bonn
Internetseite: [bundesnetzagentur.de/post-schlichtungsstelle](https://www.bundesnetzagentur.de/post-schlichtungsstelle)

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