

GO! EXPRESS & LOGISTICS

OUR GENERAL TERMS AND CONDITIONS



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GENERAL TERMS AND CONDITIONS OF BUSINESS

GO! EXPRESS & LOGISTICS (DEUTSCHLAND) GMBH

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I. Application range, general

1. The following general terms and conditions of business shall apply to GO! Express & Logistics (Deutschland) GmbH and includes their associates and system partners (in the following named GO!). GO! conveys courier, express and postal items by way of a logistic system.
2. Unless regulated to the contrary by the following General terms and conditions of business (AGB), the routing of assignments will be governed by the relevant statutory regulations. International lorry transports are regulated by the Convention on the Contract for the International Carriage of Goods (CMR), international rail transit by the Convention concerning International Carriage by Rail (CIM) . The Unification of Certain Rules for the International Carriage by Air (Montreal Convention) regulates air transit. In addition to our General Terms and Conditions, the special terms "Tier-AGB" (i.e. "live animal T&C") are understood as agreed with regard to the transport of live animals. You will find the special terms along with our General Terms and Conditions on our website www.general-overnight.com.
3. Any contrary terms of the client will only be applicable where written confirmation should be supplied by GO! prior to the start of the contract term.
4. All consignments where the consignor, consignee or third parties are to be incorporated into the provision of services by GO!, and such consignor, consignee or third parties are named in sanction and /or boycott lists under the applicable EC anti-terror regulations or other sanction lists, shall be subject in principle to an exclusion from transportation, which must be observed.

II. Services and price

1. The assigned routing service from GO! includes the collection, transport and delivery of the item. Items are strictly transported using the most efficient transport route in providing the assigned service to the recipient. The dispatch is, depending on service type principally delivered within the transit time listed on the currently valid price list. These transit times are purely for informational purposes and are not binding; the obligation to remain within a certain transit time is therefore not beholden. The obligation to the adherence to a specific time limit is only given where this should be expressly specified in writing in a separate contract. Dispatch to islands not connected to the mainland and to islands without a direct road link is strictly excluded from transit time limits.
2. Subject to regulations in II. 3 and 4, the following consignments are strictly excluded from transit:
 - Consignments, subject to the Deutsche Post AG post monopoly as per section 51 PostG
 - Consignments of perishable comestibles
 - Consignments of animals, see separate regulations in terms and conditions for transport of animals.

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- Consignments that are subject to a special hazard and risk assessment, in particular weapons, ammunition, objects of evidence, narcotics or consignments that are subject to species protection, articles endangering minors or similar.
- Consignments that require special handling with regard to specific external conditions and factors
- Consignments that require special licensing or authorisation
- Non-hazardous and hazardous waste within the meaning of the German Recycling Law for domestic and international shipping
- Consignments that are likely to cause injury or damage to persons or property, in particular – but not limited to – live or dead animals, contaminated medical or biological test materials, medical waste, human or animal remains, body parts or organs
- Any goods that are sensitive to radiation and which, as a result of fluoroscopy, in particular X-rays, are at risk of damage during security checks
- Consignments of exceptional value. Exceptional value is particularly – but not exclusively – items with a value exceeding € 50,000, as well as items of exceptional significance (for example works of art, antiques, precious stones, stamps, unicums, urns, gold, silver or other jewellery, money or negotiable securities [particularly cheques, bonds, savings books, shares or other securities]), even if the item should be valued below € 50,000.
- Items containing dangerous goods subject to the rulings of the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), and which are classified as dangerous with special identification duty, and could potentially endanger goods, people, animals or means of conveyance.
- Items for international transport excluded from air transportation according to International Air Transport Association (IATA) or International Civil Aviation Organisation (ICAO) regulations.

However, if a consignment contains both goods subject to shipping exclusion and goods not subject to shipping exclusion, this consignment shall be subject to shipping exclusion as a whole.

3. If a client should request the transport of perishable comestibles, these items may be conveyed subject to individual contractual provisions if the client respects the following:

- Commercial dealing or agricultural enterprise;
- Explicit declaration and indication of commercial dealing on the outer packaging;
- Delivery only of non-perishable comestibles that do not contravene any law and which will last up to 48 hours from the time of collection to delivery;
- Guarantee that the packaging is subject both to safe delivery and food safety and hygiene regulations;
- Guarantee of a necessary ambient temperature for the conveyed goods for a minimum of 48 hours from collection to delivery in due consideration of an outside temperature range of -20 to +40 degrees Centigrade;
- Delivery of the comestibles to be transported to GO! from Monday to Thursday before 7 p.m. latest, or on Fridays if the comestibles can be delivered on a Saturday. Good must not be handed over to GO! before a public holiday;
- Expressly ensuring the delivery of the consignment. If alcohol is to be transported, the client must be able to guarantee that an adult person will accept it.

GO! cannot be held liable for any damage or subsequent damage resulting from the perishability of the goods to be conveyed.

4. If a client should request the transport of items of exceptional value, these items may be conveyed if the client additionally provides express, written specifics pertaining to the correct value of the item to be conveyed, and a separate contractual agreement is made. In these cases an additional transport or insurance of specie in transit is to be

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acquired. The client is entitled to any insurance benefits arising from the insurance taken out. The restriction of liability in clause IV remains hereby unaffected.

5. The transporting of dangerous goods requires the prior, express, individual agreement of the relevant GO! station, contrary to the ruling in clause 2. The client is to communicate in advance the exact form of danger and – where necessary – any precautionary measures to be taken, in writing, in German and with adequate prior notice. If the shipped goods contain dry ice or liquid nitrogen or other substances that constitute or are likely to pose a fundamental hazard, then this must be indicated in writing by the sender when the shipment is commissioned. The duty of notification is not subject to contrary agreements. The client is responsible for ensuring that when the dangerous goods are transferred to GO! the valid statutory requirements in respect to declaration, packaging, transfer of transport papers, written instructions etc are observed to, even if the onus strictly lies on the person actually surrendering the freight. The transport of dangerous goods is strictly excluded from a fixed transit term.
6. In the event that the client wishes to transport other goods subject to shipping exclusion in accordance with II.2, express individual contractual agreement is required insofar as transport is permitted by law.
7. The client shall ensure transit secure packaging of a consignment. Damage arising from non-transport secure packaging is the liability of the client. The packaging material and outer packaging of the consignment should be chosen by the client in such a way as to ensure that no damage can occur to other consignments being delivered by GO!
8. GO! is not obliged to check whether there is a shipping exclusion. The sender is obliged to check this prior to hand-over of the consignment and inform GO! whether the goods in question are subject to a shipping exclusion. In case of doubt, the sender must inform GO! of this and obtain a decision from GO! on the matter. If the sender fails to inform GO!, this shall be deemed a declaration that the consignment does not contain any excluded goods. Acceptance of excluded goods does not constitute a waiver of the shipping exclusion. GO! reserves the right to refuse, detain, cancel, postpone or return a consignment at any time at the client's expense if, in the opinion of GO!, the consignment may cause damage or delay to other consignments, goods or persons. This also applies in the case that transport of the consignment is prohibited by law or would violate the provisions of these terms and conditions. Acceptance of a consignment by GO! does not mean that the consignment complies with applicable laws, regulations or these terms and conditions. Furthermore, GO! expressly reserves the right to dispose of consignments that are subject to shipping exclusion in accordance with the regulations at the client's expense.
9. Payment for transport is to be paid in cash to the courier at the time of dispatch at the latest, unless a contrary agreement prior to the acceptance of the goods to be transported. If payment should not be made on or after acceptance of the consignment, a dunning procedure will commence – unless a differing arrangements have been agreed concerning the demands arising from the consignment service and other supplementary services – without further reminder within fourteen days of acceptance of the consignment or ten days following receipt of the invoice, whichever should be at the latest point in time. GO! imposes interest on defaulted payments at the customary bank amount, at least 0.75 % per month or part thereof.

The assertion for further damages caused by delay remains hereby unaffected, as does the proof of loss caused by delay has not occurred or to a significantly lesser extent.

III. Acceptance and delivery

1. Acceptance of the assignment coincides with acceptance of the assignment, at the latest on the handing over of the consignment by or on behalf of the sender; the dispatch follows as soon as the infrastructure and the schedule of the individual courier allows.
2. If delivery terms should be agreed expressly and in writing (comp. number II.1), this shall commence with the acceptance of the consignment. If undeliverable, the delivery term is to be extended by one day.
3. GO! is authorised – but not obliged – to open consignments for purposes of address verification, for reasons concerning the correct execution of the contractual assignment or in accordance with official orders.

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4. Packets may also be placed in letterboxes, where has been agreed. These packets are considered delivered when placed into the letterbox. Our liability ends with the placement of the packet into the letterbox of the designated recipient.
5. Packets, the receipt of which is rejected by the intended recipient, or which cannot be delivered for other reasons for which GO! is not responsible, will be returned to the sender using the same type of service requested for the original transport at the sender's expense in accordance with the current GO! price list, unless agreed to the contrary.
6. Deliveries will be made to the recipient in exchange for a signature. A delivery can only be made to the recipient's spouse or other family members, other people also present at the recipient's address or the recipient's neighbours if it can be assumed under the circumstances that they are authorised to accept the delivery and if the carrier immediately informs the recipient about the shipments and the person who accepted them on the recipient's behalf (name and address of the building resident or neighbour) by placing a delivery notice in the recipient's mail receptacle (letter box, etc.). Delivery to other building residents or neighbours is not possible if the client issued directions against it. If a business address is given as the receiving address, the delivery will be made during conventional office hours.

IV. Liability

1. National conveyance of items:

GO! carries statutory liability as stipulated by section 432 ff HGB for the loss or damage of items.

Independent of the above named restrictions of liability in subsection, the liability of GO! in cases of damage or loss shall be regulated as follows:

Items sent using the overnight service, same day service and other items (excluding direct service) to 8.33 special drawing rights per kilogram of the gross weight of the shipment or € 2,500 per item, dependant on which liable amount is greater. For national direct service at 8.33 special drawing rights per kilogram of the gross weight of the shipment or up to the maximum of € 50,000 per item, whichever consists the greater liable amount.

The liability for exceeding an expressly agreed delivery term for a national shipment is restricted to three times the freight cost as stipulated in section 431 III HGB.

If GO! in the transport of an item, is liable due to a breach of a contractual obligation for damage, which ensues for reasons other than through loss or damage to the item or through the exceeding of an expressly agreed delivery term, and if it should be damage other than damage to property or personal injury, liability will also in this case be restricted to three times the amount which would be paid on the loss of the item, as described in section 422 HGB.

GO! is excluded from liability – irrespective of on which legal grounds – if and as in so far the damage is caused by circumstances, which GO! even when observing professional care could not avoid and the consequences of which GO! could not have averted. This shall particularly apply if damage is caused through instructions from the client or his vicarious agents, also if the source of damage is one, which GO! could not influence, such as force majeure, nature of the item, rioting, strike, electrical or magnetic damage to or the deletion of electrical or photographic pictures, data or recordings.

The statutory ruling in section 427 HGB provides other extraordinary reasons excluding liability.

2. International transport of items:

For international transport the stipulations of international agreements will apply (I.2).

3. The Consignor's Obligations

With due regard being given to the type, value and qualities of the consignment for which the consignor has placed a freight transport order, to the possibility of high consequential loss and to liability risks and insurance cover, the consignor shall choose the support service offered by GO! or its affiliates in such a way that the remaining risks associated with the operation of an express and logistics service system, and that could give rise to loss in the event

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of misplacement, damage or any other improper performance of the services, are covered. Consignments that are particularly time-critical, important and /or valuable, and that meet the aforementioned criteria, shall be given notice of beforehand in writing, so that special security and control measures can be taken, with due regard being given to the risks to be specified by the consignor.

V. Stipulations for customs clearance

1. The client is to provide all necessary documents for customs clearance. With the submittal of the necessary documents the client confirms that all declarations, export and import information are true and correct; the client is aware that the submittal of incorrect and fraudulent declarations may have legal consequences both in civil and criminal law, including confiscation and sale of the goods.
2. With the transfer of the item to the courier, GO! is assigned, in as far as permitted to act as customs agent to clear the goods. GO! is appointed as nominal recipient for the purpose of assigning a customs broker for performing the custom formalities. Prices for customs clearance are the listed tariff supplements as per the applicable GO! price list.
3. Duties, storage costs and other costs, arising through handling by customs officials or from the non-submittal of required documentation, licenses or permits by the client or the recipient will also be invoiced to the recipient as increased customs fees and taxes, where he should assert his right for delivery of the item. If the recipient does not immediately fulfil his payment obligations the client becomes liable for these payments.

VI. Data protection

All personal data arising in the context of the order execution by GO! will be processed and used in accordance with the applicable regulations for the protection of personal data exclusively for the purposes of execution of the contract and to safeguard our own legitimate business interests with regard to advising and assisting our customers. Personal data will not shared with, sold or transmitted in any other way to third parties, unless this is necessary for the purpose of the contract or if the client has given their explicit consent. The client can revoke consent granted for the collection, processing and use of their personal data at any time with future effect. The data will then no longer be processed and will be deleted insofar as this is legally permissible. Upon request, GO! will provide information as to whether and what personal data it stores in accordance with the applicable laws.

VII. Legal venue

If the contracting party is a merchant then the court of jurisdiction is the city of the registered office of the commissioned station of GO! with which the transport contract was concluded.

VIII. Information in accordance with the German consumer dispute-resolution act (VSBG):

GO! does not participate in dispute-resolution proceedings before consumer arbitration bodies.

0800 / 859 99 99

Freephone customer service number from landline network (24 / 7).

general-overnight.com