

§ 1 Scope of application

- (1) These General Terms and Conditions (GTC) govern the contractual relationship between the customer and Deutsche Post AG, hereinafter referred to as Deutsche Post, for orders on the Internet Portal Corporate Design Services, hereinafter referred to as the "System" of Deutsche Post. After successful ordering by the customer, Deutsche Post mediates a contract with the corresponding supplier.
- (2) Deutsche Post provides the system exclusively on the basis of these General Terms and Conditions.

§ 2 Subject matter of the contract

- (1) Deutsche Post shall provide the customer with the system with all the functions described in these GTC and shall enable the Customer to place orders for the goods and services offered in the system by the suppliers of Deutsche Post (hereinafter referred to as "Suppliers").
- (2) Deutsche Post may make the use of the system or individual functions of the system or the extent to which individual functions and services can be used subject to certain conditions, such as checking registration data or proof of payment.
- (3) The Customer's claim to use the system exists only within the framework of the current state of the art. Deutsche Post may temporarily restrict the availability of the system if this is necessary with regard to capacity limits, the security or integrity of the servers or for the implementation of technical measures and this serves the proper or improved provision of the services ("maintenance work").
- (4) If an unforeseen system failure impedes the conclusion of contracts between the customer and the supplier or other functions of the system, information about the system failure shall be sent to the customer by e-mail or in any other suitable manner.

§ 3 Registration

- (1) Before using the system for the first time, the customer must register and create a user account.
- (2) Registration as a customer is only possible and permitted for natural and legal persons who have an order number assigned by Deutsche Post or one of its affiliated companies and use the portal within the scope of their commercial activities.
- (3) For the purpose of registration, the customer must provide all data requested during the registration process in an accurate and complete form.
- (4) After successful completion and verification of the registration, the customer will receive an individual user name and password (access data) from Deutsche Post with which he can log into the system and place orders. The customer is obliged to carefully store the access data for the user account and to carefully secure the access to his user account. He is obliged to keep the access data secret, to protect them from access by third parties and to notify Deutsche Post immediately of any loss or misuse. If further misuse is to be feared, the customer must notify Deutsche Post of the blocking of his user account. It is recommended that the password be changed regularly for security reasons. Orders which are initiated by third parties in disregard of the duty of care and secrecy shall be borne by the customer.
- (5) The customer is obliged to correct the data entered in his user account during registration immediately if they change (e.g. change of invoice address, change of contact person). In the event that the customer does not correct his data in time and the supplier has to act accordingly (e.g. within the framework of processing an order), the supplier is entitled to charge an expense allowance of 30 € plus VAT.

§ 4 Order

- (1) The customer may place orders for the goods and services offered by the suppliers in the system only via the system using the functions provided there.
- (2) Orders for goods and services which relate to the trademark of the Deutsche Post DHL Group may not be placed for stock, but only in relation to a specific contract concluded with Deutsche Post or a company affiliated with it. Goods with brand names may only be used

under the conditions agreed in the respective contract on which the order is based. Any use contrary to the terms of the contract shall entitle Deutsche Post to block access and to terminate the contract without notice.

- (3) The contract brokered by Deutsche Post for the ordered goods or services is concluded between the customer and the respective supplier, provided that the supplier accepts the corresponding offer.
- (4) The customer is obliged to provide the complete and correct data to be entered within the scope of an order and to provide all requested information and services in a correct manner.
- (5) With the electronic dispatch of the order, the customer merely submits a binding offer for the ordered goods. A contract with the supplier for the ordered goods is only concluded when a corresponding order confirmation e-mail is sent.
- (6) If the customer additionally orders a service offered by the supplier in the system (e.g. assembly services for building equipment), which cannot be finally ordered via the portal, the supplier submits an offer to the customer by e-mail.
- (7) Should a product not be available, the customer will be informed about the unavailability and offered a replacement product of equivalent price and quality.

§ 5 Delivery / Risk of loss

- (1) Delivery shall be made at the expense and risk of the customer. Information on delivery dates is non-binding, unless the date has been confirmed in writing by the supplier.
- (2) In the event of delivery disruptions as a result of force majeure such as war, natural disasters or operational disruptions, the statutory provisions shall apply, i.e. the customer shall be released from the payment obligation in the same way as the supplier shall be released from the delivery obligation.
- (3) If the supplier is unable to execute the order or deliver the goods for more than 1 month due to force majeure, the customer shall be entitled to withdraw from the contract.

§ 6 Measures taken by Deutsche Post

- (1) Deutsche Post shall be entitled to take one or more of the following measures if there are indications that the customer is in breach of statutory provisions, these GTC, specifications from the contracts with Deutsche Post or one of its affiliated companies on which the orders are based, or if Deutsche Post has any other legitimate interest, in particular to protect suppliers from fraudulent activities:
 - a) Warning of the customer;
 - b) Restriction of the use of the functions of the system;
 - c) Temporary blocking of the user account;
 - d) Final blocking of the user account.

§ 7 Prices, due date and payment

- (1) All prices in the system are net prices excl. value added tax in the respectively valid version and plus freight costs unless otherwise stated for the individual services. Deutsche Post assigns the claim in the amount of the respective invoice amount to the supplier of the order who is authorized to collect the claim with the assignment.
- (2) The invoice is issued by the supplier stating the order number.
- (3) Invoice amounts are to be paid within 14 days after receipt of the invoice without any deduction. The date of receipt by the supplier shall be decisive for the date of payment. If the customer is in default of payment, the supplier shall be entitled to demand default interest in the amount of 8 % p.a. above the base interest rate. If the supplier proves a higher damage caused by default, this can be claimed. In the same way, the Purchaser shall be entitled to prove that no damage has occurred at all or that the damage is significantly lower than the damage claimed by the Supplier. Payment shall be made by bank transfer.
- (4) Applies only to buyers outside the European Economic Area (EEA). Any bank charges and fees incurred by the customer shall be borne by the payer (fee regulation SHARE).

§ 8 Warranty claims

- (1) If there is a defect in the delivered goods, the customer can demand subsequent performance at his discretion by remedying the defect or subsequent delivery of a defect-free item by the supplier.
- (2) If the statutory requirements are met, the customer may assert further claims for a reduction of the purchase price (reduction) or withdrawal from the contract as well as claims for damages. Damages can only be claimed under the conditions of § 9.
- (3) The customer shall be subject to the inspection and complaint obligations pursuant to § 377 HGB (German Commercial Code).

§ 9 Liability

- (1) Claims for damages on the part of the customer, regardless of the legal basis, as well as his claims for reimbursement of futile expenses are excluded, unless the cause of the damage is based on a grossly negligent or intentional breach of duty or on an at least negligent breach of essential contractual obligations (cardinal obligations); in the latter case, the amount of liability is limited to the typically foreseeable damage. Cardinal obligations are those whose fulfilment makes the proper execution of the contract possible in the first place and on whose observance the contractual partner may regularly rely and/or obligations whose breach jeopardizes the achievement of the purpose of the contract.
- (2) The above limitation of liability shall not apply to damages resulting from injury to life, limb or health, in the case of liability under the Product Liability Act or to the extent that a guarantee has exceptionally been assumed.

§10 Other provisions

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. As far as legally permissible, Bonn is agreed as place of performance and jurisdiction.

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