

General Terms and Conditions of Deutsche Post AG for the Domestic Press Distribution Service.

(Allgemeine Geschäftsbedingungen der Deutschen Post AG Presse Distribution National)

1 Scope of validity

- (1) These General Terms and Conditions (GTC) shall apply to agreements with Deutsche Post AG, hereinafter referred to as Deutsche Post, on the transport and delivery of press products within Germany without substantiation of the whereabouts of the individual items. For items to be sent abroad, the GTC MAIL INTERNATIONAL (AGB BRIEF INTERNATIONAL) and the Press International product brochure shall additionally apply.
- (2) The items, including inserts, must not exceed a weight of 1,000 g and a height of 50 mm. Special charges shall apply if these are exceeded. For these and other special charges, see the Press Distribution Prices brochure.
- (3) The terms listed in the product brochures "Postvertriebsstück" (preferred periodicals), "Werbeversand Postvertriebsstück", "Presseendung" (standard periodicals), "Streifbandzeitung" (wrapper-packed newspapers), "Beilagen" (inserts), "Versandservice" (dispatch service) and the "Presse Distribution Handling" (Press Distribution Handling) brochure as well as the "Preisverzeichnis Presse Distribution" (Press Distribution Price List) are component parts of these GTC. The GTC DOMESTIC MAIL (AGB BRIEF NATIONAL) apply with regard to
 - excluded goods (Section 2 (2)),
 - handling items in the event of non-compliance with the GTC Domestic PrD (Section 2 (3)),
 - liability of the sender (Section 3 (5)).
 The above-mentioned GTC are available for inspection at all Deutsche Post offices.

2 Contractual relationship

- (1) The rights and obligations within the scope of validity of these GTC will be established by the conclusion of a Press Distribution agreement between Deutsche Post and the contracting party (publisher).
- (2) The agreement shall be concluded on a form. Only one agreement shall be concluded for each press product. If a press product appears in multiple sub-issues which vary in content and must be subscribed to separately, a separate agreement must be concluded for each issue. A current sample of the press product must be attached to the Annex to the Press Distribution Agreement.
- (3) Termination or modification of the contractual relationship must be in writing.
- (4) The parties can terminate or modify the Press Distribution Agreement with a notice period of four weeks to the end of the month.
- (5) Termination by the sender pursuant to Section 415 of the German Commercial Code (HGB) after handover/acceptance of the shipment into Deutsche Post's custody shall be excluded.

3 Obligations of the contracting party

- (1) The contracting party undertakes to label the items and group them together for transportation as per the shipping conditions (see Press Distribution Handling brochure).
- (2) The contracting party undertakes to determine a suitable authorized agent (form) if he cannot meet the obligations to a sufficient extent.
- (3) The responsible organizational unit for sales at Deutsche Post must be informed immediately in writing of any changes concerning the content and scope of the contractual relationship.

4 Services provided by Deutsche Post

Deutsche Post undertakes to transport and deliver copies of the press product which is the subject matter of the Press Distribution Agreement, including the inserts, under the agreed conditions. Delivery shall be within the standard transit times named in Section 4.2 and in the shipping conditions (see Press Distribution Handling brochure), provided the agreed posting offices and times have been complied with. Deutsche Post reserves the right to handle shipments differently in accordance with Section 4.3 of these GTC and Section 4 of the GTC DOMESTIC MAIL (AGB BRIEF NATIONAL) (alternative delivery/notification/pick-up). If delivery is not possible, Deutsche Post will proceed as per Section 4.3 (2) and (3) (non-delivery/notification of new address).

4.1 Requirements for press products

- (1) Press products are newspapers and magazines which exhibit a steady internal and external design.
- (2) Press products predominantly comprise double-sided printed pages (at least 9 cm x 14 cm) with the same format. They are grouped together into a unit by folding or by a bookbinding process.
- (3) Press products must be created as identical copies in a standard press printing process, be accessible to everyone and appear periodically - at least once a quarter.
- (4) The title page of the press products must include the title and issue or the "special issue number" designation. The day of publication or a designation appropriate to the frequency of publication may also emerge from the title page or the publication details.

4.1.1 Presseendung (standard periodicals)

4.1.1.1 Aim of publication/aims of publication that preclude a Press Distribution Agreement

- (1) Press products which are to be sent as PRESSEENDUNG (standard periodicals) must be published for the purposes of publically distributing information or entertainment.
- (2) The aim of publication in paragraph 1 will, in particular, not be met by the following print products:
 1. brochures, advertising mail (direct mail) or order catalogs,
 2. compilations whose text is largely not comprehensible in itself.

4.1.1.2 Minimum posting volume

The minimum posting volume per issue number is 1,000 copies.

4.1.2 Postvertriebsstück (preferred periodicals)

4.1.2.1 Aim of publication/aims of publication that preclude a Press Distribution Agreement

- (1) Press products which are to be sent as POSTVERTRIEBSSTÜCK (preferred periodicals) must be published for the purpose of informing the public about daily events, current affairs or special topics through editorial contributions which do not contain any commercial advertising (standard press reports). They must show a diversity of contributions, topicality, publicity and continuity.
- (2) The aim of publication in paragraph 1 will not be met by print products which demonstrate through their editorial concept that they have direct commercial interests. Indications of this could be:
 1. advertising language,
 2. contributions clearly published by companies,
 3. purchasing recommendations, order tips and order numbers,
 4. catalog-type presentations of products or services with or without contact details,
 5. the scope of the print product comprises fewer than 30% standard press reports.

(3) Print products with direct commercial interests are those which

1. as labeling on the title page, bear the name of commercial companies or products, company logos or brand names in the commercial interests of these companies, or
2. are customer or employee magazines.

(4) Print products in the form of compilations whose text is not comprehensible in itself must not be sent as POSTVERTRIEBSSTÜCK (preferred periodicals).

4.1.2.2 Distribution

- (1) Press products which are to be sent as POSTVERTRIEBSSTÜCK (preferred periodicals) must be sold for a charge. The share of the circulation sold for a charge must be at least 10% of the printed copies.
- (2) Press products which are to be sent as POSTVERTRIEBSSTÜCK (preferred periodicals) and provided free of charge must contain neither commercial advertising nor paid advertisements.

4.1.3 Special issue numbers

Special issue numbers which are sent as POSTVERTRIEBSSTÜCK (preferred periodicals) or PRESSEENDUNG (standard periodicals) must meet the requirements in Sections 4.1 and 4.1.1. or 4.1.2. POSTVERTRIEBSSTÜCK items (preferred periodicals) in breach of the agreement shall be billed as PRESSEENDUNG (standard periodicals), PRESSEENDUNG items (standard periodicals) in breach of the agreement shall be billed as INFOPOST.

4.1.4 Inserts

- (1) Inserts (print products and objects) can be sent with the carrier object. The main object being sent must be the carrier object. The item must be packaged suitably and securely for transportation. Inserts shall be billed based on the weight of the item. For objects with a height of 3 to 30 mm, additional charges shall apply. Objects must not exceed a height of 30 mm. Inserts must generally have the same content.
- (2) Invoices and payment slips that are sent with carrier objects and only concern the subscription charge for the carrier object are in accordance with the agreement. They must show the same amount and shall be billed at an additional charge.

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4.1.5 Streifbandzeitung (wrapper-packed newspapers)

PRESSESENDUNG items (standard periodicals) and POSTVERTRIEBSSTÜCK items (preferred periodicals) can be sent as STREIFBANDZEITUNG (wrapper-packed newspapers).

4.2 Service offer

Deutsche Post offers the transport and delivery of press products as second-day service, next-day service and same-day service.

4.2.1 Second-day service (Express Logistics Network - ELN)

Delivery takes place as a standard service on the second working day after acceptance of the shipments.

4.2.1.1 Pick-up

- (1) The pick-up volume can comprise various titles as well as Infopost shipments. Separate pallets must be made up for Press Distribution and Infopost shipments.
- (2) A supplementary agreement must be concluded for the pick-up of Press Distribution and Infopost shipments by ELN abroad.

4.2.1.1.1 Pick-up free of charge

Palletized shipments with a minimum total weight of 5 tons per posting can be picked up free of charge. This is subject to notification of the posting using an electronic data record 48 hours before the actual posting.

4.2.1.1.2 Pick-up against a charge

Shipment volumes of less than 5 tons per posting can be picked up against a charge. When collecting titles of several contracting parties from a service provider, a supplementary agreement with the latter is required. The terms and conditions of the form procedure shall apply for pick-up and billing.

4.2.1.2 Posting

Shipments which are not picked up are to be posted by the contracting party, at the agreed posting office at the agreed time after prior agreement with the responsible organizational unit for sales at Deutsche Post.

4.2.1.3 Additional charges

- (1) If the agreed pick-up is cancelled for reasons attributable to the contracting party, the pick-up charge shall be invoiced as a flat-rate charge. The one-way distance between the depot and the agreed pick-up point shall apply.
- (2) If the agreed pick-up time is exceeded for reasons attributable to the contracting party, demurrage charges shall be invoiced.
- (3) If the agreed transit time is not complied with for reasons attributable to Deutsche Post, the contracting party shall be informed immediately. Deutsche Post shall take all commercially viable measures to ensure the delivery of shipments within the agreed transit time where possible.

4.2.2 Next-day service (high-speed network - SLN)

Delivery shall take place as a standard service on the first working day after acceptance of the shipments. A separate agreement is to be concluded for this and additional charges are payable.

4.2.2.1 Pick-up

Shipment volumes of over 1,000 items per shipment shall be picked up free of charge. Shipment volumes of less than 1,000 items can be picked up against a charge.

4.2.2.2 Posting

Shipment volumes of less than 1,000 items per shipment are to be posted by the contracting party, at the agreed posting office at the agreed time after prior agreement with the responsible organizational unit for sales at Deutsche Post.

4.2.3 Same-day service (standard network)

In the local and regional area, delivery shall take place as a standard service on the day of acceptance of the shipments in the routing region.

4.2.3.1 Posting

Posting shall be carried out by the contracting party, at the agreed times in the mail centers or delivery offices after prior agreement with the responsible organizational unit for sales at Deutsche Post.

4.3 Delivery

- (1) PRESSESENDUNG items (standard periodicals) and POSTVERTRIEBSSTÜCK items (preferred periodicals) shall be delivered according to the GTC DOMESTIC MAIL (AGB BRIEF NATIONAL) as ordinary letters. They will not be redirected, even if a redirection order exists.
- (2) Undeliverable items shall be destroyed.
- (3) Notification of non-delivery, address errors and new addresses shall only be provided to senders who use the electronic address notification procedure PREMIUMADDRESS. Closed items may be opened for the purposes of address notification. New addresses shall not be notified if the recipient of the item has objected in writing to address notification to third parties.

5 Charges/billing

- (1) The contracting party undertakes to pay charges for the services provided by Deutsche Post in accordance with the Press Distribution price list.
- (2) The sample copy must be sent to the responsible accounting office at Deutsche Post immediately after posting. The sample copy must be sent as a PRESSESENDUNG (standard periodical) or POSTVERTRIEBSSTÜCK (preferred periodical). The responsible accounting office at Deutsche Post Press Distribution must be included in the contracting party's subscriber/customer database. At the same time, the dispatch list must be presented immediately to the responsible accounting office. Manual billing shall be carried out using an EINLIEFERUNGSLISTE ONLINE (online posting list) or a paper posting list. An electronic data record must be created for IT-based accounting.
- (3) The sample copy (for the total or parts of the print run) must match the copies to be sent. In the event that parts of print runs vary in weight and have inserts due to split runs, additional sample copies must be sent or submitted.
- (4) POSTVERTRIEBSSTÜCK (preferred periodicals) and PRESSESENDUNG items (standard periodicals) sent as a "multiple dispatch" (Mehrfachversand) shall be billed individually according to the category of item. A "multiple dispatch" may consist of multiple copies of one or various press products with a Press Distribution Agreement (POSTVERTRIEBSSTÜCK/PRESSESENDUNG (preferred/standard periodicals). Billing shall take place to the account of the carrier object.
- (5) A processing fee shall be charged if a reminder is sent due to delayed or incomplete presentation of billing documents. This shall be collected four days after the reminder if the billing documents are still incomplete.
- (6) Charges will generally be collected by direct debit.
- (7) In the case that a direct debit is dishonored, handling charges and, where necessary, the return fee of the relevant bank shall be added to the charge.
- (8) In certain cases (e.g., introduction of judicial dunning procedure) Deutsche Post can request an appropriate advance payment to protect its claims for compensation.
- (9) If the contracting party cannot provide an advance payment in accordance with (8), Deutsche Post is entitled to refuse the acceptance of shipments.
- (10) The contracting party is under the obligation to produce proof of the completeness and correctness of the billing documents in the case of doubt. If, to the detriment of Deutsche Post, the sample copy differs from the copies sent, the charge to which Deutsche Post is entitled based on these GTC shall be applied to the entire run.

- (11) Packaged Press Distribution items may be opened for checking purposes.

6 Liability

- (1) Without regard to the limitations on liability set forth below, Deutsche Post shall be liable for damage caused by an action or omission performed by itself, one of its employees or another vicarious agent (Section 428 of the German Commercial Code (HGB)) either intentionally or carelessly and in the knowledge that damage would be likely to occur. In cases of damage resulting from the conduct of its employees or vicarious agents, this shall only apply insofar as such persons have acted within the performance of their duties.
- (2) In all cases other than those named in paragraph 1, Deutsche Post shall assume no liability unless required to do so by mandatory legal provisions. This shall also apply to claims resulting from the violation of collateral obligations and extracontractual claims.
- (3) Claims according to paragraph 1 shall expire if the sender or recipient does not notify Deutsche Post in writing of partial loss, damage or other breach of obligations within 21 days after delivery. This shall not apply to damage which is attributable to intentional behavior. Section 438 (5) of the German Commercial Code (HGB) shall not apply.
- (4) An item shall be considered lost if it has not been delivered to the addressee within 14 days after posting and its whereabouts cannot be determined.

7 Limitation period

All claims within the scope of validity of these GTC shall be limited to a period of one year. Claims pursuant to Section 6 (1) shall be subject to a limitation period of three years. The limitation period shall begin at the end of the day on which the shipment was posted.

8 Other provisions

- (1) Claims against Deutsche Post can neither be assigned or pledged. Claims for damage compensation and for compensation of service fees which can be assigned but not pledged are an exception to this rule.
- (2) The place of jurisdiction in the event of a legal dispute against Deutsche Post shall be the office of the responsible organizational unit for sales at Deutsche Post.
- (3) Deutsche Post is subject to the conditions in the German Postal Services Data Protection Ordinance (Postdienste-Datenschutzverordnung) when using the saved data.
- (4) Forms and address labels shall be procured by the contracting party at its own expense. The design there of must correspond to the examples shown in the Press Distribution Handling brochure.