

General Terms and Conditions



of Hermes Germany GmbH, Essener Bogen 1, 22419 Hamburg
for the transport of shipments and shipment-like items within the scope of the “myHermes Business” service

1. Scope of application

1.1 These General Terms and Conditions (hereinafter ‘GTC’) govern the contractual relationship between Hermes Germany GmbH (hereinafter ‘Hermes’) and its clients within the segment “myHermes Business” service. The “myHermes Business” service is available to businesses within the meaning of Section 3a(2) of the German Value-Added Tax Act (Umsatzsteuergesetz - UStG) that carry out their business activities in the Federal Republic of Germany. The GTC apply to the pickup, transport and delivery of shipments and shipment-like items (hereinafter ‘shipment(s)’).

1.2 In addition, the currently applicable regulations regarding the Packaging and Labelling of Shipments shall apply. Our services for the distribution of shipments outside Germany to the member states of the European Union (EU shipping) are set out in the attached service overview.

1.3 Unless otherwise stipulated by mandatory statutory provisions, written individual agreements and these GTC, the provisions of Sections 407 et seq. of the German Commercial Code (Handelsgesetzbuch - HGB) (Freight business) and, in the case of cross-border transport, the CMR (Convention on the Contract for the International Carriage of Goods by Road) shall apply. In addition, the applicable regulations regarding the Packaging and Labeling of Shipments shall apply.

1.4 Any terms and conditions of the Client that differ from these GTC shall be invalid, even if Hermes does not object to them in individual cases.

2. Description of Services

2.1 In cooperation with its affiliated system partners, Hermes undertakes the pickup, transport and delivery of shipments within the Federal Republic of Germany or from the Federal Republic of Germany to European countries in accordance with the applicable price agreement and service overview.

2.2 The shipments will be picked up approximately on the next or the following business day, or on an expressly agreed pickup date, at the address specified by the Client within the Federal Republic of Germany by personal handover. Hermes transports shipments with a maximum weight of 31.5 kg, with a maximum length of 200 cm and a maximum volume of 450 l. A shipment must not weigh less than 0.2 kg or have dimensions smaller than 15 x 10 x 1 cm. In addition to these absolute restrictions, country- and product-specific weight and dimensional restrictions apply to shipments within Germany and to EU countries. These can be found in the business customer portal (‘myHermes Business’ Portal for Business Customers) under the ‘Service’ menu item.

2.3 A surcharge is generally applied to bulky goods in accordance with the current price and service overview. Bulky goods subject to a surcharge include all shipments that

- are not cuboid and/or
- have protruding parts and/or
- exceed the dimensions 120x60x60 cm (L/W/H) and
- are not bicycles.

The percentage of shipments for which Hermes charges an additional surcharge to their nature and/or size (bulky goods) may not exceed 50% of the total annual volume of outgoing shipments. If this limit has already been reached or is expected to be reached based on objective criteria, Hermes may refuse to transport the shipment.

2.4 Hermes does not offer fixed delivery times. Compliance with a specific delivery deadline is not owed.

2.5 Delivery is made to the addressee specified on the shipment by personal delivery against the recipient's signature. **The sender agrees that the shipment may also be handed over to members of the recipient's household and employees present on the recipient's premises, as well as to the recipient's immediate neighbours, if it can be assumed, given the circumstances, that they are authorised to accept the shipment (‘Neighbour delivery’).** Immediate neighbours in the above meaning, are all persons living in the same building as the recipient or in an adjacent building. Furthermore, Hermes is entitled to deposit the shipment at a location designated by the recipient, provided the recipient has given Hermes prior permission to do so, either on a one-time or permanent basis (‘Safe Place Delivery’ or ‘PreferredStoragePlace’). If a Neighbour delivery or deposit at the Safe Place/PreferredStoragePlace is carried out, the recipient (= addressee) shall receive a notification in text form or a notification card containing specific details of the time and place of delivery.

2.6 If, after a shipment has been delivered, the recipient makes use of the option provided by Hermes to specify the location and time of delivery (e.g., redirection to a preferred parcel shop), the right to issue instructions and make decisions regarding the shipment is transferred to the recipient even before the first delivery attempt.

2.7 If the shipment cannot be delivered in the manner described, a maximum of three further delivery attempts will be made to the addressee in the case of national delivery. The terms and conditions for international deliveries can be found in the business customer portal (‘myHermes Business’ Portal for Business Customers) under the ‘Service’ menu item. Deviations may apply in accordance with the applicable agreement. In the case of direct delivery to a national Hermes ParcelShop (Hermes PaketShop), the shipment will be held there for 10 days for pickup. After this period, the shipment is considered undeliverable.

2.8 Shipments with an incorrect address are also considered undeliverable if the correct address cannot be determined with reasonable effort, as are shipments that are refused upon delivery and shipments that are not picked up by the recipient at an alternative delivery address (Hermes ParcelShop/PaketShop or similar) after being requested to do so or after the respective storage period has expired.

2.9 Undeliverable shipments shall be returned by Hermes to the Client. If the Client refuses to accept the return, Hermes shall be entitled to dispose of the shipment at the Client's expense and in its reasonable discretion, including, among other things, selling or destroying it. If the Client cannot be identified, Hermes shall be entitled to open the shipment to determine the sender. If opening the shipment determines the sender, Hermes will either seek instructions from the sender or return the shipment—provided it is not a hazardous shipment—at the expense of the sender. For shipments containing dangerous goods, Hermes is entitled to destroy or sell the shipment at the sender's expense. If no sender can be identified, Hermes may also destroy or sell the contents in accordance

with Section 419(3) of the German Commercial Code (Handelsgesetzbuch - HGB). Any claims for damages by the Client remain unaffected.

3. Contractual Relationship

3.1 The contractual relationship between Hermes and the Client is concluded upon completion of the Client's registration on the “myHermes Business” internet portal. Subsequent shipping orders placed with Hermes shall be processed in accordance with these GTC.

3.2 Hermes undertakes, subject to the terms of these GTC, to transport shipments addressed in accordance with the system in a minimum quantity specified per Client and order. Hermes is free to refuse a transport order at any time and without giving reasons.

3.3 If shipments do not comply with the conditions set out in Clause 4 of these GTC, or with the permissible dimensions and weights specified in clause 2.2 of these GTC and in the service overview, or with the applicable regulations on packaging and labelling, Hermes will refuse to transport the shipment and the corresponding request to enter into a contract of transportation. If such a shipment nevertheless enters the Hermes system, Hermes is entitled to suspend further transport at any time or to charge the recipient a reasonable additional surcharge retrospectively. If the recipient refuses to pay such an additional surcharge, or if there are reasonable grounds to suspect that the shipment accepted is a shipment that does not comply with the terms and conditions as set forth in clause 4 of these GTC, Hermes is entitled to return the shipment or to hold it for pickup by the Client. In the event of such a return, Hermes is entitled to charge a reasonable fee in addition as compensation for expenses. The Client is entitled to prove that the expenses incurred by Hermes were significantly lower.

3.4 Hermes is entitled, even after accepting the shipment(s) from the Client, to request information regarding the contents of the shipment(s) to determine whether they comply with the terms and conditions. If the Client refuses to provide the information, or if the information cannot be obtained in a timely manner, Hermes shall be entitled, provided there is reasonable cause to suspect that the shipment does not comply with the terms and conditions, in particular shipments that violate clauses 4.2.1 to 4.2.13 of these GTC, to inspect the contents of such shipment.

3.5 The Client agrees to comply, effective January 1, 2025, with the labeling requirement pursuant to Section 73 of the Postal Law Modernization Act (Postrechtsmodernisierungsgesetz - PostModG) and to label shipments with an individual weight of more than 10 kg, but not more than 20 kg, and shipments with an individual weight of more than 20 kg with a distinctive, clearly visible and easily understandable label. If the shipping labels cannot technically be created by the Client and this is done by Hermes, the Client is also obliged to transmit the correct shipment weights to Hermes as part of the shipment and order data to be transmitted. If the labeling is missing or the shipment weights are not transmitted correctly, Hermes reserves the right to extend the shipment delivery times and to claim additional costs.

4. Shipments in accordance with the Terms and Conditions

4.1 Hermes transports shipments that comply with the respective agreement between Hermes and the Client under the “myHermes Business” service, as well as the applicable regulations on packaging and labelling, and **whose value does not exceed EUR 500.00 per shipment.**

4.2 The following will not be accepted for delivery:

4.2.1 Shipments whose transport violates statutory or regulatory prohibitions, or whose transport or storage is subject to national or international dangerous goods regulations.

4.2.2 Shipments whose transport is subject to special conditions, in particular special export, import or customs provisions of a transit or destination country; this excludes shipments to Switzerland and Liechtenstein, provided the Client uses the standard customs clearance procedure offered by Hermes within the permissible limits;

4.2.3 Shipments with inadequate packaging, in particular those that do not comply with packaging and labelling regulations, as well as shipments containing liquids, provided these are not packed in a shatterproof manner and protected against leakage;

4.2.4 Works of art, antiques, stamps as collector's items, negotiable commercial papers, securities, precious metals, precious stones, industrial diamonds;

4.2.5 Money and other valid means of payment;

4.2.6 Shipments which require special handling and would therefore require special precautions by Hermes for transport; this applies in particular, but not exclusively, to perishable or otherwise temperature-sensitive goods, the transport of which requires special protection against the effects of heat or cold, as well as to hanging garments;

4.2.7 Shipments containing human remains;

4.2.8 Shipments containing live animals as well as parts or human remains of animals; this exclusion does not apply to processed hides or leather, nor to animal feed produced from animal products, provided they do not contain live animals;

4.2.9 Shipments containing firearms, bladed weapons or blunt weapons, as well as ammunition or items deemed equivalent thereto within the meaning of Section 1 of the German Weapons Act (Waffengesetz - WaffG);

4.2.10 Shipments that, due to their external appearance or contents, may endanger persons or material goods or other shipments;

4.2.11 Shipments to Denmark, Finland and Sweden containing tobacco or alcohol;

4.2.12 Shipments for which the pickup address or delivery address specified by the Client is unsuitable or can only be reached with disproportionate difficulty (in particular airports or cruise terminals), or for which special expenses or security measures are required for drop-off or delivery;

4.2.13 Shipments addressed to a mailbox address, a packing station or a large customer postal code. Details regarding the format of the address can be found in the applicable regulations on the packaging and labelling of shipments;

4.2.14 The shipping of pointed, sharp-edged and/or fragile items, as well as liquids, is not permitted in the Hermes return bag.

4.2.15 Shipments whose contents may not be handed over to minors under the Youth Protection Act (Jugendschutzgesetz - JuSchG).

5. Remuneration

5.1 The right to remuneration arises upon acceptance of the shipment for delivery. The basis for billing is the actual shipment data (especially the LC scan) of the shipments received by Hermes. If billing on a volume basis has been agreed, Hermes' measurement of the shipment volume shall be decisive. If, in individual cases, neither a volume measurement from Hermes nor a volume specification from the Client is available, a so-called default value in accordance with the price agreement for the relevant shipment shall be used for billing. For pickup orders, where fewer than 4 shipments are handed over, Hermes reserves the right to charge a flat-rate handling fee.

5.2 The fee to be paid is determined by the currently valid agreement between Hermes and the Client for the "myHermes Business" service. Prices are exclusive of applicable statutory value-added tax.

5.3 The Client agrees that Hermes may send invoices electronically. Electronic invoices will be sent as a file attachment in PDF format to the Client's email address stored on the "myHermes Business" service internet portal.

5.4 Payment by the Client must be made without deduction within 14 days of receipt of the invoice, unless the Client has granted Hermes with direct debit authorisation or a SEPA direct debit mandate.

5.5 Hermes will not provide the Client with the necessary proofs for tax exemption for intra-Community transport ("proof of transport").

5.6 Hermes collects any applicable customs duties and import and export charges from the recipient. If the recipient fails to pay these, this shall be deemed a refusal of acceptance of the shipment.

5.7 The shipment volume and/or shipment structure advised by the Client forms the basis for calculating the remuneration rates offered by Hermes at the time the order is placed. Should there be significant deviations (+/- 10%) from the shipment volume set out in writing (basic data, in particular regarding volume specifications, outbound shipment volume p.a., return rate p.a. and proportion of special services), or if costs arise that increase the cost of Hermes' services and over which Hermes has no influence (e.g. truck tolls, tax increases, increases in the statutory minimum wage, rises in personnel costs in the delivery sector, introduction or amendment of statutory or regulatory traffic restrictions), Hermes may recalculate the remuneration rates on the basis of the actual basic data determined and invoice them from the following month. If the Client objects to the correspondingly adjusted remuneration rates, Hermes shall thereafter be entitled to an extraordinary right of termination of 4 calendar weeks' notice.

6. Term / Termination

6.1 The cooperation can be terminated at any time with one month's notice.

6.2 The right to terminate the contract without notice for good cause remains unaffected. The following, in particular, constitute to be good cause for extraordinary termination:

- Repeated delays by the Client in paying invoices;
- Breaches of contract by the other party, if these have not been remedied within the reasonable time limit following a formal notice and the setting of a reasonable grace period;
- Circumstances on the part of the other party which give reason to believe that it will no longer be able to fulfil its obligations under this contract on a permanent basis (e.g. deterioration of financial circumstances or imminent insolvency);
- Continued handover of shipments for delivery that are excluded from transport in accordance with the present contractual agreements;
- If the Client's actual annual volume of shipments and/or shipments structure deviates significantly (+/- 10%) from the shipment volume and/or shipment structure notified at the time the order was placed, to the detriment of Hermes, over a period of 3 consecutive months.

7. Liability

7.1 Unless otherwise explicitly stated in these GTC or between Hermes and the Client, Hermes shall be liable for national shipments only in accordance with Sections 407 et seq., in particular Sections 425 et seq. of the German Commercial Code (Handelsgesetzbuch - HGB), and for cross-border shipments only in accordance with Articles 17 et seq. of the CMR.

7.2 Hermes is not liable for damages related to the transport of shipments that do not comply with the terms and conditions.

7.3 Furthermore, Hermes' liability to the Client for loss or damage from the time of logging the acceptance (scanning) until the shipment is handed over to an authorized recipient is limited to the direct contractually typical damage, up to the statutory limits of liability. Liability for exceeding the delivery period is excluded, unless Hermes has expressly confirmed adherence to a delivery period at least in text form (e.g., via email). Liability for indirect damage/consequential damage (e.g., loss of profits) is excluded. Hermes waives the defense of the limitation of liability under Section 431(1) of the German Commercial Code (Handelsgesetzbuch - HGB) or, in the case of cross-border transport, under Article 23 of the CMR, provided that the proven direct damage is less than EUR 500.00 per shipment. Damage or loss shall be reimbursed within the limits of liability as follows:

7.3.1 for new goods, the purchase price less statutory VAT

7.3.2 for used goods, the current market value, provided that the transport does not concern used goods as defined in clause 7.3.3 below,

7.3.3 for used goods shipped due to an online auction, the auction price.

7.4 Hermes shall not be liable for damage related to the transport of shipments that do not comply with these terms and conditions. If the Client has handed over a shipment to Hermes that does not comply with the terms and conditions (see Section 4) without explicitly notifying Hermes of this, at least in text form (e.g. by email) and damage occurs to the shipment that could have arisen from the non-admissibility of the shipment according to the circumstances of the case, it is presumed in favor of Hermes that the damage arose from this risk. Hermes can also rely on the special grounds for exemption from liability under Section 427 of the German Commercial Code (Handelsgesetzbuch - HGB) or, in the case of cross-border transport, under Article 17 of the CMR.

7.5 If Hermes accepts shipments from the Client without proof of transfer of liability (scanning) or, in the case of returns, hands them over to the Client without scanning, only those shipments are rebuttably deemed to have been handed over to Hermes or the client that, according to a scan, have entered or left the Hermes system at a Hermes logistics center (LC) or a branch of Hermes or an affiliated system partner. This shall not apply if the Client has requested an acceptance report in writing with reasonable advance notice and Hermes has accepted this request in writing.

7.6 The Client or recipient must report any externally visible damage no later than the time of delivery of the shipment, and any non-visible damage within 7 days of delivery, in each case clearly identifying the damage. Otherwise, it is presumed that the damage did not exist at the time of delivery.

7.7 Hermes is not liable for the accuracy and completeness of shipment contents.

7.8 Total loss is assumed if a shipment has not been delivered within 20 days for national delivery or within 30 days for international delivery after being accepted for delivery. A written proof of delivery with the recipient's signature releases Hermes from liability for total loss. A recipient's signature in digital form and its reproduction are also accepted as proof of delivery.

7.9 Furthermore, only the Client, as the contractual partner of Hermes, is entitled to assert claims under the contract.

7.10 All claims by the Client are subject to the limitation periods set out in Section 439 of the German Commercial Code (Handelsgesetzbuch - HGB) or, in the case of cross-border transport, in accordance with Article 32 of the CMR. To the extent that claims are concerned that are not subject to the provisions of the contract of transportation under the HGB or, in the case of cross-border transport, the CMR, the statutory limitation periods apply. However, for claims arising from any potential tortious liability of Hermes, the limitation periods set out in Section 439 of the German Commercial Code (Handelsgesetzbuch - HGB) or Article 32 of the CMR shall apply accordingly.

7.11 The Client is liable to Hermes directly or because of claims made by third parties for damages caused by shipments that do not comply with the terms and conditions. In the case of an order placed by a consumer, this shall apply only if the Client is at fault.

7.12 If the recipient does not pay the additional costs incurred during delivery (customs duties, import and export charges), the Client shall reimburse Hermes for the costs of returning the refused shipment, plus any additional costs incurred.

7.13 The Client is liable for all consequences arising from the inadmissible cross-border parcel shipping and violations of export, import or customs regulations.

8. Data Storage / Confidentiality

8.1 The parties are obliged to process personal data (hereinafter "data") only in accordance with the purpose of the contract and the applicable provisions of the EU General Data Protection Regulation (GDPR), the Federal Data Protection Act (Bundesdatenschutzgesetz - BDSG) and the data protection provisions of the Postal Act (Postgesetz - PostG). In the interest of recipient-oriented delivery, Hermes reserves the right to send an electronic shipment notification to the recipient (via email) as soon as the shipment has been received in the Hermes system. Hermes assures that the transmitted data will be used exclusively for the purpose of the shipment notification and for the fulfillment of the commissioned postal service, and will be deleted or, in the event of statutory retention obligations, blocked as soon as the storage of this data is no longer required for the collected purposes. In this context, the Client must ensure

8.1.1 that the data transmitted to Hermes in a lawful, i.e. in particular that there is a sufficient legal basis for the transmission (e.g., consent of the data subjects);

8.1.2 and that the data subjects are informed about the use and processing of their data in accordance with the statutory data protection regulations;

The Client indemnifies Hermes against any liability due to a lack of consent from the end customer.

8.2 Hermes reserves the right to transmit the Client's address data to Bürgel Wirtschafts-Informationen GmbH & Co. KG, Gasstr. 18, 22761 Hamburg, and to SCHUFA Holding AG, Kormoranweg 5, 65201 Wiesbaden, which will provide Hermes with creditworthiness information based on basic mathematical and statistical methods for credit assessment purposes, if Hermes has a legitimate interest.

8.3 Hermes points out that that Hermes uses third parties (subcontractors) to fulfil its obligations. To execute the contracts concluded with the Client, Hermes is authorised to transfer personal data to these third parties to the necessary extent.

8.4 Hermes uses electronic means to prove proper delivery and therefore stores data related to the delivery, e.g. the digitalised form of the recipient's signature, date and time of delivery, for verification purposes.

8.5 In the event of the Client's default in payment, Hermes reserves the right to initiate debt collection proceedings. As soon as debt collection proceedings have been initiated against the Client in respect of a claim by Hermes, all claims already incurred by Hermes for services rendered that have already arisen will become due immediately from this point in time, notwithstanding clause 5.4.

8.6 The parties are obliged to maintain confidentiality regarding the content of the contract and the data, business secrets and trade secrets of the other party and its affiliated companies, and not to disclose them to third parties. This obligation shall continue to apply beyond the end of the contract for an indefinite period.

9. Miscellaneous Provisions

9.1 Amendments and additions to the written agreement, particularly regarding prices and services, as well as deviations from these GTC, require at least text form (e.g. email). All other communications, particularly those relating to the operational handling of transport, can also be transmitted in text or electronic form (e.g., email).

9.2 Hermes is entitled to amend these GTC unilaterally to the extent necessary to remedy any subsequent imbalances or to adapt to changed legal or technical framework conditions. Hermes will notify the Client of any amendment by communicating the content of the amended provisions to the Client's last known email address. The amendment will become part of the contract if the Client does not object to its inclusion in the contractual

relationship with Hermes in text or electronic form (via e-mail) within six weeks of receiving the notification of the change.

9.3 The Client can only offset claims against Hermes with legally established or undisputed claims.

9.4 This contract is exclusively governed by the laws of the Federal Republic of Germany.

To the extent legally permissible, Hamburg is the exclusive place of jurisdiction for all disputes arising from and in connection with the contract.

9.5 Should one of the provisions of these GTC be invalid, this shall not affect the validity of the remaining provisions.

Packaging and Labeling Regulations

of shipments in the segment “myHermes Business” service

1. Address and sender information on “myHermes Business” service - shipments

Every shipment handed over to Hermes for transport requires complete address and sender details provided by the Client. The address must be encoded using the labelling software provided by Hermes. The shipping label must be placed on the largest surface of the shipment (address label), whereby its clarity must not be impaired by details that do not belong to the address. For used packaging, all misleading information, e.g., old address data, must be removed.

2. Packaging requirements for shipments

2.1 General

Shipments must generally be securely packed by the Client in dimensionally stable, cuboid packaging (with the exception of shipping bags and special services) and according to their content, type of shipment and volume, so that damage during transport is prevented and the contents are protected against loss and damage. Packaging must always include suitable outer packaging, suitable inner packaging and a secure closure.

2.2 Secure Packaging

The outer packaging must be appropriate for the contents in such a way that the packed goods do not fall out, do not damage other shipments, and are not damaged themselves. Sufficient inner packaging must be provided and supplemented with filling materials. For transport-sensitive goods, the packaging must be adjusted to their specific sensitivity to take into account nature, quantity and all other specific characteristics of the respective contents in each case. The packaging must securely protect the contents of the shipment against stresses to which it is normally exposed during shipping (e.g., due to pressure, impact, dropping, vibration or temperature influences).

2.2.1 Outer packaging in general must be cube-shaped and sufficiently firm and pressure-resistant. It must also be large enough to offer space for the entire contents and the

necessary inner packaging parts. It must not permit any conclusions as to the type and value of the goods.

2.2.2 The inner packaging must secure the contents and cushion them against the outer packaging and, where there are multiple goods, against each other on all sides. Sales and storage packaging is often designed solely for palletized shipping. Individual shipments require additional packaging measures (e.g. moulded foam) as transport packaging.

2.2.3 The parcels must be closed with resistant materials (e.g. tear-proof, self-adhesive plastic packing tapes or fibre-reinforced wet adhesive tapes) that ensure that the shipment will be held together. The heavier a shipment is, the more resiliently must it be closed.

2.2.4 Packaging or closures must not have any sharp edges, corners or points, e.g. protruding nails, staples, splinters or wire ends. The packaging must completely enclose the goods being transported.

2.3 Additional Requirements for Wine and Sparkling Wine Bottles

The packaging of shipments containing wine and/or champagne bottles shall be, in addition to the quality and construction requirements set out in clauses 2.1 and 2.2, designed that the content of the shipment can withstand a drop test according to DIN EN 22248 on 6 surfaces and 2 opposite edges (designation according to DIN EN 22206) without damage.

Shipping packaging complying with the beforementioned conditions is in any case:

- Hermes wine cartons available from Hermes, as well as
- cartons and compartments that are certified by the “Hansecontrol” testing institute or that comply with the Hermes Test Guideline 200/1 or an equivalent certification from the Central Office for Postal Technology (PTZ).

Hermes will only accept 0.75 L Schlegel, Bordeaux, Burgundy or sparkling wine bottles, or 1 L Schlegel and Bordeaux bottles, for transport.

As of: 01/11/2024