

Freight Forwarding Terms of Mailboxde.com

I. Introductory assignation, extent of services

1. **Freight Forwarding Terms of Mailboxde.com** regulate relations between provider of this service, which is Mailboxde.com GmbH based in Dresdner Str. 9, 02 763 Zittau, Germany, Tax ID: 208/114/03661 (hereinafter referred as “Forwarder”, “Collection Depot” or “System Mailboxde.com”) and Customer by providing shipment transportation from the collection depot at the address:

Mailboxde.com GmbH
Dresdner Straße 9 (or Äußere Weberstr. 57)
02763 Zittau, Germany

(Hereinafter referred as “Collection Depot”)

These Forwarding Terms are integral part of **Freight Forwarding Contract**. Customer confirms their acceptance confirming the **Forwarding order** within the web interface of the System Mailboxde.com (available at website: <http://www.mailboxde.com>), or another demonstrable acting of the customer, authorized person or another person acting on the initiative of them.

For example delivery of a shipment to the **Collection Depot** or other provable acting before starting the transportation, from which agreement can be inferred, can be considered demonstrable acting, and therefore expression of will to accept the **Freight Forwarding Contract** proposal.

Confirming the **Forwarding Order** both sides enter into a mutual agreement containing these **Freight Forwarding Terms** the way described below. At this moment **Freight Forwarding Contract between the Forwarder and the Customer** is made. Before making the **Freight Forwarding Contract**, the **Customer** became fully acquainted with the content of **Freight Forwarding Terms** and accepts these terms.

2. The **Forwarder** provides transportation of the shipment from the sending place to the place of destination in accordance with terms agreed in the **Forwarding Order**.
3. Providing shipment transportation means providing transportation of the shipment from the place of its acceptance to the place of destination.

II. Characters of Transported Shipments

1. Shipments handed to the **Forwarder** and **Collection Depot** cannot contain following items:
 - a) Bank notes and circulatory coins, precious metal and items made from it, pearls and gem stones and items made from them
 - b) Equities, securities and other similar documents, e. g. deposit and cheque books, bills of exchange, **credit cards, debit cards, letters from credit institutions and banks**
 - c) Artworks and works of special cultural and historic value and collections,
 - d) Used and damaged cars,
 - e) Used and damaged machines and equipments without specifying accurate extent of

- the damage or depreciation,
- f) Live animals,
 - g) Weapons, ammunition and explosives, butterfly knives, push daggers, switchblades, gravity knives, shurikens (the exception is a switchblade with a blade that is maximal 8,5 cm long and that is not sharpened on both sides) – see http://www.zoll.de/DE/Fachthemen/Verbote-Beschaenkungen/Schutz-der-oeffentlichen-Ordnung/Waffen-und-Munition/Verbotene-Waffen-und-Munition/verbotene-waffen-und-munition_node.html,
 - h) Radioactive substances,
 - i) Drugs and psychotropic substances,
 - j) Moved items and personal items without specifying accurate extent of depreciation,
 - k) Poisonous and caustic substances,
 - l) Contagious biological substances,
 - m) Pornography,
 - n) Garbage,
 - o) Solid carbon dioxide,
 - p) Pressure vessels, pressed or liquefied gas and gas in fusion,
 - q) Fluids that can spill out of the delivery packing or soak through it
 - r) Extremely fragile items that are not packed in a special and suitable way which prevents them from getting harmed by usual handling with the delivery,
 - s) Biological agents and toxins, oxidizing, flammable and other chemical substances, which are classified as dangerous according to czech paragraph 2 of the law No. 356/2003 about chemical substances and about the change of other laws, as amended, notice No. 474/2002, which performs the law No. 281/2002 about measures linked to prohibition of bacteriological (biological) and toxin weapons and about the change of Trade Act,
 - t) Substances belonging to ADR regime including all types of garbage*,
 - u) Items subject to excise tax (spirits, wine, beer, cigarettes, tobacco, mineral oils, light fuel oils, fuel etc.),
 - v) **Shipment from countries out of the EU,**
 - w) **Shipment whose value exceeds 1000 EUR** or maximal value of responsibility of carrier procured in the Forwarding order. This shipment has to be declared and insured correctly during entering into the Forwarding order. In case of unauthorized handing of the shipment exceeding value 1000 EUR or maximal value of responsibility of the carrier, the Forwarder is not responsible for damage of the shipment exceeding 1 000 EUR or the maximal value of responsibility of procured carrier. If the real value of the shipment is lower than it was declared by the Customer, the Forwarder is not responsible for damage of the shipment exceeding its real value.
 - x) **Too large shipments.** The Forwarder provides transport of shipments which are not longer than 240 cm and the total of **1 x length + 2 x width + 2 x height does not exceed 300 cm** and their weight does not exceed 30 kg.
 - y) medicaments without precedent agreement of the sender.
 - z) **Shipment which was not paid for properly.**
In the case the Forwarder is informed that the shipment has not been paid yet, the Customer is given a 5 days deadline for explanation, remedy and payment via bank account. The payment confirmation must be sent from the e-mail address of the bank of the Customer. If the debt is not paid, the unpaid shipment is sent back to the Sender. In the case of credit card misuse connected with a shipment present in

the Collection Depot (based e. g. on information from the provider of the credit cards net), the Forwarder reserves the right to send the shipment back to the sender at expense of the Customer.

- aa) Batteries classified dangerous such as wet spillable/non spillable lead-acid/alkaline batteries (common in cars, electric wheelchairs). And all damaged batteries.
- bb) Electronic devices containing lithium batteries (such as mobile phones or digital cameras) - **Deutsche Post banned shipping by air anything containing a lithium battery. Shipment with lithium battery up to 5 kg can be sent via UPS.**
- cc) Batteries/Cells including Lithium.
- dd) Flammable solids including magnesium, phosphorous, potassium, sodium, sodium hydride, zinc powder.
- ee) Flammable Toiletries such as nail varnish or nail polish, perfumes, eau de toilette and aftershave.
- ff) Lighters or Lighter Refills containing flammable gas or flammable liquid including cigarette lighters containing petrol and butane lighters.
- gg) Matches.
- hh) Environmental waste including used engine oil and used batteries.
- ii) Explosives such as blasting caps and car airbag components, fireworks, flares and sparklers
- jj) Pesticides, toxic herbicides and insecticides
- kk) Oxidising materials or organic peroxides e.g. disinfectants and nitrates, hair dyes and other dyes containing peroxide.
- ll) Infectious and/or Biological substances (UN2814, UN2900, UN3373) expected to contain pathogens or other agents which can cause disease in humans or animals such as bacteria, viruses, parasites, prions.
- mm) Air bag inflators and modules or seat-belt pretensioners installed in completed conveyance components or alone.
- nn) Poisons toxic substances that are liable to cause injury or death if inhaled or swallowed or by skin contact, such as arsenic, cyanide, rat poison
- oo) Gases including flammable, non-flammable, compressed and toxic gases, butane, ethane, methane, propan, fire extinguishers, scuba tanks
- pp) Carbon dioxide, solid (Dry Ice).
- qq) Corrosives such as acids, corrosive paint and dyes, rust removers, caustic soda, mercury and gallium metal.
- rr) **TVs over 21 inch, LCDs over 21 inch, packaged furniture above 15 kg, toilet bowls, sinks, mirrors, white goods over 5 kg (especially kitchen appliances, washing machine, refrigerator, hood, hobs, ovens etc.), bumpers, spoilers, car fenders, car exhausts, large parts of the car body, bicycles (except children's bikes).**

***Notice:** ADR (Accord Dangerous Route); dangerous items, which cause flammability, corrosiveness or explosiveness, and items whose transport can endanger the safety of persons, property and environment.

2. In order that the **Forwarding Order** and the transportation of the shipment can be processed correctly, the side that enters the **Forwarding Order** has to provide:
 - **Contact person (both name and surname)** authorized to deal for the **Customer** if it is not himself, including his mobile or other phone number and e-mail address.
 - **Mobile or other phone number and name and surname** of a contact person

(recipient) at the discharge, who accepts the goods from the carrier (or phone number of a person who controls the discharge and is in direct contact with the recipient).

- **Description** and characters of **goods, specification** of particular **items** included in the shipment.
 - All information necessary to carry out the transportation in the field **Further Specification of Forwarding Order**.
 - **Other information and documents** must be sent via e-mail to the **Forwarder**, from whom a confirmation of receiving this information must be obtained.
 - Breaking stated rules is considered a significant breaking of the **Freight Forwarding Contract** within the meaning of part II, paragraph 4 of **Freight Forwarding Terms**. The **Customer** is responsible for eventual aftermath of incorrect or incomplete data.
 - To be able to determine the customs value of the shipment, the Forwarder can require a copy of some purchasing document (e. g. print screen of the order or article number from eBay), invoice or other document clearly proving the declared value of the shipment. If no document is provided or the Customer is not able to prove the real value of the shipment, the Customer authorizes the Forwarder to open the shipment for the purpose of declaring the customs value of the shipment.
3. The **Customer** is responsible for giving guidance on packing requirements of the **Forwarder** to the original sender. The original sender is responsible for correct wrapping of the shipment into an unharmed packing and, considering characters of the shipment, he or she is obliged to assure that:
- The content of the shipment is protected against damage or loss.
 - The packing of the shipment enables safe and correct handling during the transportation of the shipment and is labeled with a correct and clearly visible handling sign.
 - Address of the recipient of the shipment is stated on the packing and, if the character of the shipment requires it, the sender is obliged to label the shipment with a handling sign for special shipment handling.
 - The shipment must be secured against penetrating inside without leaving any visible trails.
 - **Inner and outer packing must be**
 - Durable enough to protect its content against possible damage caused by contact with other deliveries (pressure, friction or hit).
 - Durable enough to assure that its content will not be damaged by climate impact.
 - The items representing the content must be secured enough not to be damaged by friction, pressure or a hit between each other or between them and the packing.
 - The shipment must be adjusted to enable safe and easy handling.
 - If the shipment is heavier than 15 kg, the packing must be adjusted to be safely and easily handled by two persons.
 - An unwrapped item can be considered a shipment only if it is durable enough and if it is clearly defined in the following text or if it is not necessary to wrap the item and there is no risk that a part of the item could separate during usual handling.
 - Responsibility for the damage caused by insufficient packing will be on the side

who handed the incorrectly or insufficiently wrapped shipment over for transportation. The **Forwarder** reserves the right not to examine the suitability of the packing for next transportation.

- **The Carrier is not responsible for discharge from the vehicle.**

- 4. The **Forwarder** has the right to withdraw from the **Forwarding Freight Contract** in the case of a significant breaking of any assignation of the **Forwarding Freight Contract** by the **Customer**. Withdrawing from the contract does not affect the claim of the **Forwarder** for penalty and damage compensation. And, if the **Forwarder** finds that the **Freight Forwarding Contract** was significantly broken by the **Customer**, he can immediately refuse to provide transportation. Especially breaking the assignation II, paragraph 1., 2., 3. of the **Freight Forwarding Terms** is considered a significant breaking of the contract.

III. Charges and Terms for Storage of Shipments

1. The **Forwarder** provides transportation of shipments after accepting the shipment from the **Collection Depot**.

2. The **Collection Depot** is not responsible for shipments which cannot be forwarded (over-sized or forbidden items). Such shipments will be stored for 30 days. If the **Customer** does not find any acceptable way to forward them, they will be sent back to the sender at his expense, or disposed, if the **Forwarder** does not receive 100% advance payment for back transportation from the **Customer**. The **Customer** is responsible for all fees, duty, consumer taxes, VAT linked to acceptance and dispatching shipments, including fees additionally charged by transport companies or senders (before accepting to the **Collection Depot**).

3. Processing via Mailboxde.com system is charged by current price list available at <http://www.mailboxde.com> in the section "**Price List**".

4. The **Customer** authorizes the **Collection Depot** employees or the **Forwarder** to open the shipment in the case of suspicion there are some forbidden or illegal items inside the packing, or if the shipment needs to be rewrapped, the packing is damaged, or the shipment is over-sized.

5. The Customer is aware the shipment will be disposed of after 70 days if the Collection Depot does not receive a Forwarding Order or instructions how to handle the shipment. The shipment can be sent back to the original sender, if the customer sends 100% advance payment for back transportation and pays incurred additional costs.

6. The forwarder will send the delivery back to the original sender, if the sender didn't confirm the forwarding order for transportation procurement within 70 days, counting from the day it arrived at the collection depot. The forwarder can claim a compensation for the returned freight and the extra costs related to the return process.

IV. Delivering of the shipments

1. As soon as the **Customer** confirms and sends **Forwarding Order** to the **Forwarder** within the term, in that the offer of the carrier is valid, the **Forwarder** is obliged to procure a carrier, who accepts the shipment for transportation on agreed date and time.
2. The **Forwarder** provides delivery of the shipment to the place of destination within usual delivery time adequate to the transportation distance, or in a term agreed with the **Customer** and at the terms agreed at particular transportation type in the **Forwarding Order**. Usual delivery time is considered a term, within which the carrier procured by the **Forwarder** usually delivers the shipment to the recipient in the case that no exceptional or unexpected situations during the transportation occur.
3. In the case the delivery time ends does not end on a workday, it ends at the same time on the following workday indeed, if the sides do not agree in a different way.
4. Paragraphs 1. and 2. do not stand, if the shipment cannot be delivered even by exerting professional care. An undeliverable shipment will be sent back to the sender at the expense of the **Customer**. The **Customer** is obliged to pay the costs and charges for the back transportation in the same amount as in the case of transportation to the recipient, if the recipient refuses to accept delivered shipments. An undeliverable shipment is considered a shipment, where:
 - a) The recipient refused to confirm its acceptance in writing.
 - b) The recipient was not available at the place of destination at the time of the delivery of the shipment.
 - c) The recipient does not appear at the place of destination, or moved away.

V. Payment Terms and Freight

Freight and Charges

Freight and charges of the service Mailboxde.com can be settled from the deposit of financial means (credit), which the user deposits on his account in the System Mailboxde.com. The shipment will be sent to the recipient only after paying all charges and freight.

In the case of not accepting the shipment or other obstruction on the side of the recipient, the Customer is obliged to pay for the back transportation and other additional costs including the fees for reprocessing the shipment.

1. The **Customer** literally agreed with sending invoices electronically.
2. Within 15 days after depositing financial means on the account of the **Customer** an invoice will be issued and sent to the e-mail of the **Customer**.

VI. Responsibility of the Forwarder for the damage occurred during providing transportation of the shipment

1. The **Forwarder** is responsible for the damage occurred during providing transportation of the shipment, unless he was not able to prevent it even by exerting professional care and his duties were broken by circumstances excluding responsibility. The responsibility of the **Forwarder** as a carrier is set:

- In the case of right to act as a carrier,
- As operator of multimodal transportation.
- If he agrees a fixed amount with the **Customer** – freight charge.

But the **Forwarder** is not responsible for the loss of profit and consequential damages. Real damage is considered such damage, by which the fortune of the **Customer** decreased as a result of damage event occurred during providing transportation of the shipment.

2. The **Forwarder** will be cleared of responsibility for the damage during provided transportation of the shipment, if:
 - He was not able to prevent the damage even by exerting professional care usual in the market sector of forwarding services,
 - The damage was caused by breaking the duties of the Customer set in the legislations, Forwarding Order and these Freight Forwarding Terms,
 - The damage was caused by a defect or a natural disposition of the content of the shipment or missing, faulty or insufficient packing,
 - The customer did not report the damage within the term set in the article VII paragraph 3 and 4 of these Freight Forwarding Terms, or without presenting due documents for complaints procedure, to which the Forwarder is authorized by the Customer and which is led on his behalf and at his expense,
 - The damage occurred during handling, loading, storing or discharging the shipment by the sender, by the recipient or by persons acting for the sender or the recipient,
 - The nature of the goods causes full or partial loss or damage, especially by breakage, rust, inner spoiling, drying out, leaking, usual loss or by insects or rodents,
 - The damage was caused by robbery,
 - The transported shipment was seized,
 - The damage was caused by environmental pollution,
 - The damage was caused by a legal act, about which the Customer knew or could know at the moment of confirming the Forwarding Order,
 - The damage occurred in connection with an activity, by which it is obligatory by law to take out the damage liability insurance or the insurance develops without entering into an insurance contract based on other facts,
 - The damage was caused by cybernetic risk.
3. If goods of a higher value than set in part II paragraph 1 lines w-y of the **Freight Forwarding Terms** are imparted to transportation by the **Customer** without agreement and awareness of the **Forwarder**, it is considered significant breaking of **Freight Forwarding Contract** and the **Forwarder** is not responsible for the damage exceeding maximal value permitted.
4. Circumstances excluding liability are considered such obstructions, which occurred independently on will of the liable party and prevent him or her from carrying out duties, if it cannot be reasonably assumed that the liable party averts or overcomes this obstruction or its aftermath and that he or she presumed this obstruction at the moment of establishment of the commitment. In such cases the **Forwarder** is entitled but not obliged to withdraw from the contract, even when the order was partly carried out. The duty of the **Forwarder** to safeguard the interests of the **Customer** remains in existence.

But the **Customer** has the same right in these cases, although he cannot be rightfully forced to remain in the contract. If the **Forwarder** or the **Customer** withdraws from the contract according to stated assignments, the **Forwarder** is entitled to receive compensation of invested expenses and an adequate payment.

VII. Complaints Process, Statutory Deadlines

1. The **Customer** is obliged to write down shipment damage records immediately after accepting the shipment by the recipient for the case the delivered shipment is obviously and at first sight visibly damaged. If the damage is not obvious, follow paragraph 4. The recipient lets the driver confirm the records and each of them keep one copy of them. The records are written e. g. into the waybill. Incompleteness or other fault is also considered damage. The **Forwarder** or the carrier procured by him has to be given opportunity to verify the extent of the damage personally and the shipment must further be handled according to instructions of the **Forwarder** or the carrier procured by him.
2. The **Customer** sends a copy of the records to the **Forwarder** within one workday after the shipment was delivered to address support@mailboxde.com, where receiving his complaint will be confirmed. If the complaint is not confirmed, call +49 3583 8355148. If the damage records are not written, or if the statutory deadline is disobeyed (concerning damages not obvious at the moment of acceptance), neither the insurance company nor the carrier do not have to acknowledge the damage.
3. The **Forwarder** applies the rights of the **Customer** against carriers on his own behalf. Applying these rights against procured carrier, the **Customer** is obliged to cooperate, especially to provide documents connected with the shipment, its value etc. as a basement for applying rights against the carrier. Not providing rightful cooperation by the **Customer** when enforcing his rights against carriers is considered a significant breaking of the **Freight Forwarding Contract**.
4. The **Customer** is obliged to write damage records immediately at the moment of accepting the shipment for the case the delivered shipment is obviously and visibly damaged. Incompleteness or other fault is also considered damage. The **Forwarder** or the carrier provided by him must be given opportunity to verify the extent of the damage personally and the shipment must further be handled according to instructions of the **Forwarder** or the carrier procured by him.
5. The **Forwarder** is not responsible for procured carrier and he applies eventual rights of the **Customer** against the carriers on his own behalf and at expense of the **Customer**. Applying these rights against procured carrier the **Customer** is obliged to cooperate, especially to provide documents connected with the shipment, its value etc. as a basement for applying rights against the Carrier. Not providing rightful cooperation by the Customer when enforcing his rights against carriers is considered a significant breaking of the **Freight Forwarding Contract**.
6. **The statutory deadline concerning damages not obvious at the moment of accepting the shipment is set on 7 days.**
7. *If a shipment delivered to the **Collection Depot** is visibly damaged, the **Forwarder***

*informs the **Customer** on the same day and according to German laws the shipment can be complained about at the carrier via the **Collection Depot** within 7 days after acceptance. The complaint process is initiated by the **Customer**. If the damage is not obvious at the moment of acceptance, the deadline for written announcing of the damage is 7 days as well. If the **Customer** wishes to unpack and check the shipment, the **Collection Depot** can do that for a charge. The **Forwarder** does not recommend long storing of such shipments because of short statutory deadline which starts on the day when the shipment was accepted to the depot in Zittau.*

8. The **Customer** is obliged to apply the right to compensation for damage occurred during procured transportations at the **Forwarder** within 1 year after handing the shipment to the recipient.
9. Applying the right to compensation for damage at the **Forwarder**, the **Customer** is obliged to prove the extent of caused damage by credible written evidence in a clear way which does not raise doubts.

VIII. Shipments Insurance

1. Apart from statutory liability of the procured carrier, the **Forwarder** is obliged to insure the shipment only based on a written direction of the **Customer** by a closer specified and confirmed in the on-line **Insurance Order** which is an integral part of the **Freight Forwarding Contract**.
2. The direction must contain insured value of the goods based on a copy of the invoice, insurance risks and the term within which the goods should be insured. Only information about the price of the goods and the delivery note are insufficient for establishing insurance. The insured value is invoiced price of the shipment or other documented real price of the shipment.
3. Insurance rates for particular types of transportation depend on the kind of goods and particular territories.
4. The insurance is valid as soon as the **Forwarder** sends confirmation of insurance of the shipment to the **Customer**.

IX. Verification of the Customer

1. For the purpose of verification of the delivery the Forwarder is entitled to require scanned copy of Power of Attorney to accept deliveries (Postvollmacht) – after registration or before sending the delivery.
2. **The Customer is recommended to submit the Power of Attorney (Postvollmacht) to the system Mailboxde.com after registration for the case that the Sender does not state the address correctly (e. g. without the name of the company Mailboxde.com).** Correct form of the address is attached to the registration e-mail. Deliveries with incorrect address stated can be suspended by the carrier, or sending of this power of attorney (also after delivery) can be required by the carrier. If the Customer receives a delivery with an incomplete or incorrect address to the Collection Depot and pays for the services in other way than via his bank account (point 4b), it is necessary

to verify the account according to point 4a.

3. In some cases the Forwarder can require notarized or officially verified Power of Attorney proving identity of the Customer. If the Forwarder requires notarized or officially verified Power of Attorney and the original copy is not delivered within 10 days via post to the address of the Collection Depot, the Forwarder sends the delivery back to the sender.

BEWARE OF THE LIMITATION & HOW TO AVOID IT?

4. The Forwarder reserves the right to send deliveries only to the name of the Customer (or his or her company) unless the Customer is fully verified (same limitations used at the service „Nachsendeservice“ of Deutsche Post). The name of the Customer within an unverified account has to be the same as the name of the Acceptor, to which the delivery is forwarded from Germany.

For a full verification needed to have the possibility of sending delivery to different person, it is necessary to perform one of following activities:

- a) **Send original notarized or officially verified power of attorney (Postvollmacht) to following address:**
Documents, Mailboxde.com GmbH, Dresdner Str. 9, 02 763 Zittau, Germany
- b) **Or remit the credit for forwarding services via bank account displaying the owner's name identical to the Customer's one at least once. **RECOMMENDED****

X. Final Assignations

1. The **Forwarder** has the right to apply the lien on the shipment to secure all his rights which have risen from the freight forwarding relation as long as the shipment is in the hands of somebody who has it on behalf of the **Forwarder** or as long as the **Forwarder** has the documents which entitle him to handle the shipment.
2. The relations between the **Forwarder** and the **Customer** which are not set in the **Freight Forwarding Contract** and **Freight Forwarding Terms**, which are part of it, stick to particular assignations of international and German laws.