



# General Terms and Conditions of Deutsche Post AG for the Franking of Items with Franking Machines (GT&Cs for Franking Machines)

## 1 Scope/contractual basis

- (1) These General Terms and Conditions (GT&Cs for Franking Machines) apply to agreements concluded with Deutsche Post AG, hereinafter referred to as "Deutsche Post", for the use of franking machines for franking Deutsche Post products that are listed in the selection menu of the franking machine (hereinafter referred to as "items").
- (2) Unless otherwise regulated in these GT&Cs for Franking Machines, the valid version of the General Terms and Conditions of Deutsche Post for DOMESTIC MAIL and INTERNATIONAL MAIL (GT&Cs DOMESTIC MAIL/GT&Cs INTERNATIONAL MAIL) shall apply. In addition, the "Automationsfähige Briefsendungen" (Machinable mail items) brochure, the "Services and Prices" of Deutsche Post and the product brochure for franking machines shall apply. The terms and conditions referred to in this paragraph are available for consultation at all retail outlets of Deutsche Post. Any deviating General Terms and Conditions of the customer are excluded. In all other respects, the provisions of the German Commercial Code (Handelsgesetzbuch, HGB) on the contract of carriage (Section 407 et seq. HGB) shall apply.
- (3) Changes, additions and the cancellation of agreements on the franking of mail items with franking machines must be made in writing (e.g. letter, fax or e-mail). Deutsche Post will inform the customer in writing or in text form of any changes to these GT&Cs. If the customer does not submit to Deutsche Post a written objection within a month of receipt, these changes will be deemed to have been accepted.

## 2 Order for the use of franking machines

- (1) The order for the use of franking machines is legally binding for the customer and for Deutsche Post once confirmed. The order must be placed in writing and must be submitted to Deutsche Post or the manufacturer from whom the customer purchased/leased the franking machine. The use of the forms provided by Deutsche Post is mandatory.
- (2) Deutsche Post is free to accept or turn down the order. The decision to accept the order is normally taken within one week of receipt thereof, provided that the necessary information and documents are available.
- (3) Upon receipt of the order confirmation, the customer acquires the right to purchase (top up) postage and to frank items for conveyance by Deutsche Post up to the maximum amount specified by Deutsche Post. Deutsche Post may adjust this amount unilaterally at any time.

## 3 Franking of mail items

- (1) Mail items can be franked using franking machines by printing the franking mark in accordance with Item 1, Paragraph 1.
- (2) The day indicated in the franking mark must be the same as the day of posting. The date of posting is the time up to the last posting times set by Deutsche Post. Mail items that are posted afterwards must bear the date of the following day. Items with incorrect date information may be returned.
- (3) The franking mark must be clearly legible and affixed in blue within the franking zone of the mail item. The details of the requirements for franking marks are specified in the "Automationsfähige Briefsendungen" (Machinable mail items) brochure.
- (4) It is not permitted to print multiple franking marks on a single mail item, nor may the franking mark be combined with other franking types (mixed franking).
- (5) Deutsche Post may refuse to accept items if, in particular, the information contained in the franking marks (including matrix code) cannot be read or cannot be read correctly in the sorting machines of Deutsche Post due to
  - a) insufficient printing components,
  - b) insufficient maintenance (see Item 6, Paragraph 3) or
  - c) incorrect handling.
- (6) Acceptance may also be refused if special envelopes (e.g. padded envelopes) or materials unsuitable for stamping of imprints (e.g. a paper surface unsuitable for ink printing) are used, which result in franking prints that cannot be correctly read. For unsuitable surfaces and if there are already other imprints in the franking zone, franking strips must be used for the franking mark.
- (7) Wrapping, cards and labels for mail items can be pre-franked by the user of the franking machine for return within Germany ("pre-franked items"). In this case, franking is also permitted if the date in the franking mark differs by more than one day from the actual posting date.

- (8) On pre-franked items, the return address and the instruction "Antwort" (reply) must appear in the franking zone. The creation of the franking mark for pre-franked mail items (reply) must be selected accordingly in the selection menu of the franking machine. Reusable wrapping and transparent wrapping bearing the franking mark under the wrapping may not be used for pre-franked items. This does not apply to reusable wrapping of mail items with medical specimens. Pre-franked items that do not meet the above conditions are considered unfranked.

## 4 Advertising in the franking mark of franking machines

- (1) Advertising in the franking mark is optional. Within the franking zone, postal instructions (e.g. for additional services), take precedence over the customer's advertising prints. The details of the requirements can be found in the "Automationsfähige Briefsendungen" (Machinable mail items) brochure.
- (2) The customer may advertise his company in the customised motif in the form of text and images. The customised motif must not be confusingly similar to a trademark or business name protected in favour of Deutsche Post or one of its affiliated companies in order to rule out deception about the actual postal service provider. Customers who post commercial items with Deutsche Post for others may also advertise for the third-party company in customised motifs. Advertising that is likely to seriously damage the reputation of Deutsche Post and its associated companies is excluded. The images and texts of the customised motif must not infringe Deutsche Post's trademark rights.
- (3) The customer assumes sole and unlimited responsibility and liability for the content and legal admissibility of the customised motif. The customer confirms that he is in possession of all industrial property rights required for the use and distribution of the images and texts of the customised motif, in particular trademark rights and copyrights. He will indemnify Deutsche Post from all third-party claims in this respect.
- (4) If the customer does not indicate the sender in the franking mark, this information must be provided in accordance with the requirements of the "Automationsfähige Briefsendungen" (Machinable mail items) brochure.

## 5 Posting of the mail items

- (1) Mail items can be posted at all authorised Deutsche Post acceptance points (e.g. retail outlets, agencies, etc.). Deutsche Post may limit the number or scope of items to be posted in line with the space available.
- (2) The items must be arranged in such a way that the inscriptions are level. They must also be separated according to
  - Standard and Compact items and/or
  - Groß (large) and Maxi (extra large) items.
- (3) Mail items without proof of posting can also be posted in mailboxes if the average daily quantity does not exceed 30 items. Multiple items must be posted in a sealed red collective envelope or combined in a fixed bundle. Deutsche Post reserves the right to restrict or prohibit the possibility of mailbox posting in the event of operational and/or organisational changes.



# General Terms and Conditions of Deutsche Post AG for the Franking of Items with Franking Machines (GT&Cs for Franking Machines)

## 6 Rights and obligations of the customer

- (1) The customer may only use the franking machine for franking items intended for posting at Deutsche Post or its affiliated companies in accordance with the conditions of these GT&Cs.
- (2) Additional franking requirements apply to individual products, e.g. downstream access items, Warenpost items and preparatory work of the customer, e.g. infrastructure services, which are regulated in the agreements for the products.
- (3) The customer is obliged to regularly service the franking machine and, if necessary, to repair it so that a proper franking mark can be printed on the shipment at all times (see Item 3, Paragraph 5).
- (4) The customer must also ensure that the franking machine is equipped with the respective current price and product information for which the customer uses the franking machine.
- (5) The customer may only use the franking machine at the location specified in the agreement for franking his shipments. If the franking machine is used abroad, a postal address in Germany must be indicated in the stamped imprint. The manufacturer and Deutsche Post must be notified immediately in writing of any other place of use.
- (6) The customer must keep the franking machine available during normal business hours for inspection of the contractual operation by employees of Deutsche Post or its representative. If there are reasonable doubts about the proper operation of the franking machine, it must be returned to Deutsche Post or its representative for further inspection.
- (7) The customer will immediately inform Deutsche Post in writing of any changes that may affect the performance of services (e.g. relocation) and the contractual relationship (e.g. change of name) as well as any loss or other irregularities and disruptions in the operation of the franking machine in writing without delay.
- (8) The customer is obliged to terminate the agreement on franking items if the franking machine is no longer used on a permanent basis to frank his items destined for Deutsche Post. The same applies if the franking machine is sold to a third party. The termination must be addressed to the manufacturer or directly to the agreed body of Deutsche Post.

## 7 Rights and obligations of Deutsche Post

- (1) Deutsche Post shall settle the postage amounts purchased by the customer with the customer and accept the properly prepared items in accordance with these GT&Cs for conveyance and delivery to the intended recipient.
- (2) Deutsche Post may refuse to accept items that do not meet the requirements of these GT&Cs, in particular Items 3 and 4, or those of the GT&Cs DOMESTIC MAIL/GT&Cs INTERNATIONAL MAIL.
- (3) Specially secured parts of franking machines may only be opened by employees of Deutsche Post, the manufacturer or specially authorised companies.

## 8 Reimbursement of remaining credit, scrapping

In the event of termination, the customer can send the franking machine to Deutsche Post at his own expense to be reimbursed for the remaining credit on the franking machine. If the customer also instructs Deutsche Post with the scrapping of the franking machine, he will bear all associated costs. Deutsche Post is entitled to set off all claims against the customer associated with the reimbursement procedure and scrapping against the credit balance on the franking machine.

## 9 Liability

- (1) The customer shall have no claim to compensation irrespective of legal grounds or to refund of expenditure incurred in vain, unless the claim is based on a grossly negligent or wilful breach of contractual obligations or at least negligent breach of obligations that are essential to the agreement (cardinal obligations); in the latter instance liability is limited to that amount of loss or damage which would reasonably be anticipated in a typical case. Cardinal obligations are obligations that must be complied with to make the proper fulfilment of the agreement possible and that the parties may routinely expect to be honoured, and/or obligations whose breach compromises the achievement of the purpose of the agreement.

- (2) The limitation of liability in accordance with Paragraph 1 does not apply to damages arising from injury to life, limb or health, nor to liability under the German Product Liability Act (Produkthaftungsgesetz) or to the extent that Deutsche Post may as an exception have provided a guarantee.

## 10 Charges

- (1) The charge for franking items with franking machines must be paid in advance in the billing procedure specified by Deutsche Post for the customer. The following billing procedures are provided for: advance payments, SEPA Core Direct Debit and SEPA Business to Business Direct Debit. Deutsche Post may require additional collateral, e.g. bank guarantees.
- (2) Incorrectly created franking marks – less any discounts granted – will be refunded with non-cash means upon request if the customer proves by submission that they have not already been posted. A refund is only given for franking marks for which the date of the franking mark does not exceed the refund period of one year. The period begins at the end of the year indicated in the franking mark. The forms of Deutsche Post must be used for the refund. For details, please see the information sheet on refunds ([frankit.de/erstattung](http://frankit.de/erstattung)). Deutsche Post may charge a service fee for the refund.

## 11 Data privacy

Personal data will only be collected, processed and used in accordance with the relevant data protection regulations. In this context, the manufacturer and Deutsche Post will exchange data (e.g. identification of the franking machine, customer number, changes of address, termination of the franking machine) for the purpose of contract processing and ensuring proper use of the franking machine. Details are available at [frankit.de/download](http://frankit.de/download).

## 12 Miscellaneous provisions

- (1) Agreements concerning the use of franking machines are valid for an indefinite period.
- (2) Either party is entitled to terminate the agreement in writing by giving six weeks' notice. The termination must be addressed to the manufacturer or directly to the agreed body of Deutsche Post. The cancellation of the franking machine by the customer with the manufacturer will also constitute termination if the manufacturer of the franking machine notifies Deutsche Post of this fact.
- (3) The right to termination without notice for good cause remains unaffected. Good cause will be deemed to exist in particular in the event of a gross breach of contract by the customer. In particular, the use of the franking machine with insufficient quality when printing franking marks despite a written warning by Deutsche Post will be considered gross breach of contract.
- (4) The customer may only transfer rights from agreements based on these General Terms and Conditions, or transfer the agreements as a whole, with the prior written consent of Deutsche Post.
- (5) Offsetting or retention against claims by Deutsche Post from agreements based on these GT&Cs is only admissible if the due counterclaim is established on a legally binding basis or is undisputed.
- (6) The limitation period for claims arising from agreements concerning the use of franking machines is governed by Section 7 GT&Cs DOMESTIC MAIL.
- (7) The exclusive place of jurisdiction for legal disputes with merchants, corporate bodies or special funds under public law arising from agreements based on these GT&Cs is Bonn.

Version: September 2018