

PARCELSHOP GENERAL TERMS AND CONDITIONS

of the General Logistics Systems Portugal (hereinafter referred to as "GLS") for ParcelShop-Customers and the subcontractor direct sale

Unless otherwise stipulated in these Standard Contract Terms, the regulations of the HGB as well as the CMR (Convention of The Contract for of The International Carriage of Goods by Road, Geneva, May 1956 and Protocol of 5th July 1978, Geneva) apply excluding the Portugal Carriers' Standard Terms (ADSp).

1. Application

These Standard Contract Terms apply to all activities performed by GLS Portugal, in particular, the despatch, handling, transshipment, storage and all arrangements for the carriage of parcels within Portugal and international, no matter whether GLS Portugal render the services themselves or if they are carried out by third parties.

2. Scope of service and Hindrances

2.1 GLS Portugal provides as forwarding agent transportation services which are carried out by independent carriers. An economical as possible and fast transportation is obtained by standardized operations: The packages are transported as a consolidated shipment and sorted and transported within the depots and reloading points with automatic conveyers. The packages are scanned regularly when received at the outbound depot, when running through a reloading point, when received at the inbound depot, at the transfer to the delivery driver as well as at the delivery to the receiver. Date and time are registered. Further interface documentation is not carried out.

2.2 GLS Portugal is not committed to conduct examinations or to execute measures for the conservation or improvement of the goods and its packing.

2.3 The pickup of packages within the scope of the subcontractor direct sale (Shipping) as well as the receipt of the packages in the Parcel Shop (Dropping), will be acknowledged by the handing over of document of receipt provided by GLS Portugal. Further Acknowledgments of package numbers or weights, addressees, contents and value of the packages or other criteria are the obligation of the Parcel Shop operator and not by GLS Portugal.

2.4 The delivery of packages which arrive at the outbound depot (= dispatch depot) by 19.00 hours is normally carried out within Portugal within 24 hours (standard runtime) free to the door of the receiver. The compliance with the standard run-time is neither assured nor guaranteed.

2.5 GLS Portugal carries out two delivery attempts.

2.6 The delivery is carried out at commercial receivers at the mail receiving station or the goods receiving department.

2.7 The delivery of packages is carried out with a discharging effect against signature of the receiver, a neighbour of the receiver or someone of the business or household of the receiver present person, unless there are well-founded doubts about his/her entitlement. The delivery can also be done at any Parcel Shop operator in the European network in the model Drop Point.

2.8 As proof of delivery the printout of a reproduction of the available signature in digitalized form of the recipient, as well as, where applicable, the delivery note list signed by recipient are sufficient.

2.9 Weighing results measured by GLS Portugal are traceable in the data storage available on the GLS site.

2.10 For the time of their duration, performance hindrances which can not be assigned to the risk range of GLS Portugal, free GLS Portugal from those obligations whose completion was made impossible through these.

3. Agreement of the sender with the bulk package dispatch particularities

The sender accepts the scope of service described under number 2 (particularly 2.1) as amply sufficiently and he waives further measures particularly with regard to the documentation of interfaces. He always has the possibility of asking GLS Portugal about the sequence of operations.

4. Transportation exclusions

In view of the processes represented under number 2 (particularly number 2.1) the following listed goods are excluded from transportation by GLS Portugal due to their value and/or their composition. GLS Portugal exclusively accepts closed packages for transportation, which normally are not opened by GLS Portugal during the transportation. GLS Portugal has no obligation to check the parcel contents with regard to a violation of the following transportation exclusions.

4.1 Packages are excluded with a weight of more than 40 kg, a belt dimension (= circumference of the package plus the longest side) of more than 3 m, a length of more than 2 m, a height of more than 0.6 m and/or a width of more than 0.8 m.

4.2 The value of a parcel may not exceed € 5,000.

4.3 Excluded from transportation are: Perishable goods; Insufficiently packaged goods and/or not standard forms of packaging; Goods which require a careful treatment (because they are e.g. particularly fragile or can only be transported upright or only lying on a certain side); Perishable or temperature controlled goods, remains, living animals; Particularly valuable goods (e.g. money, precious metals and stones, jewellery and genuine pearls, objects of art, antiques); Phone cards and pre-paid charts for mobile telephones; Valuable documents (e.g. securities, acceptance bill, savings books); Firearms and essential weapon parts according to the portuguese Weapon Law; Dangerous goods of every type; Packages with one of the following destinations: Greece, countries which do not belong to the European Union on April 1st 2004, all European islands, Vatican, San Marino and Monaco.

4.4 From transportation overseas are additionally excluded: Cigarettes and alcoholic drinks; ATA Carnet goods.

4.5 The acceptance of goods which can not be sorted automatically requires a special agreement.

4.6 GLS Portugal is liable for damages or losses which result by or on packages, which were submitted contrary to transportation exclusion in number 4.1 – 4.4 only under the requirement that the sender has informed GLS Portugal about the contents and value of the package and GLS Portugal has in knowledge of this, explicitly agreed to it in writing. A written consent by a carrier or its performance assistants as well as the silent transfer of a package does not represent consent of GLS Portugal.

4.7 If the sender submits a package to GLS Portugal contrary to the numbers 4.1 – 4.5 it is at the absolute liberty of GLS Portugal to make the package available to the sender for collection or to transport it back at the senders expense, keep it in storage or to submit it to another service provider for further transportation who does not have the corresponding transportation exclusion. If circumstances justify it, GLS Portugal is allowed to use such goods after sender notification (and all the costs are by sender' responsibility) or in case of danger to destroy it.

4.8 Goods or parcels which are prohibited under all applicable sanctions laws, for example because of their contents, their intended recipient or the country to or from which they are to be sent.

Sanctions laws include all laws, regulations and orders imposing sanctions (including trade restrictions and economic sanctions) on countries, individuals or entities, including without limitation those imposed by the United Nations, the European Union and the member states of the European Union;

5. Sender's Obligations

5.1 Each parcel must bear and/or be accompanied by the duly completed documents filled out by sender and approved by GLS Portugal. The sender shall be liable for the consequences of any errors in their completion.

5.2 The sender is responsibly for a proper, and with regard to the scope of service represented above, inner and outer packaging for the dispatched goods, which withstands the strain, whereby the packing must particularly ensure, that an access to the parcel contents is not possible without leaving a clear trace on the outside of the package. The packing guidelines of GLS Portugal will assist you in this matter (see www.gls-portugal.com).

5.3 The order for the transportation abroad includes the assignment of GLS Portugal to administer customs clearance, if without clearance the transportation would not be possible. It is the responsibility of the sender to submit all papers required for the customs clearance to GLS Portugal without request.

6. Forwarding Agency fees, Reimbursement of Expenses

6.1 The respectively agreed prices and surcharges have been agreed between GLS Portugal and the sender. They are based on 1 cubic meter = 166.67 kilograms. Returns and the transport of goods which can not be sorted automatically are charged to the sender according to the respectively valid price table.

6.2 The shipping and charging of COD (Cash on Delivery) packages is forbidden for the sender, unless they were legally stated or acknowledged by GLS Portugal in writing.

6.3 If transportation fees, costs or charges have to be paid by a foreign receiver, or were caused by him, then the domestic ordering customer has to pay the charges to GLS Portugal which were not settled by the foreign receiver upon first request.

7. Liability

7.1 GLS Portugal is liable according to the Portugal legal regulations regarding the Carriers standard Terms. The liability provisions of the CMR are applied to consignments in the cross-border road freight traffic.

7.2 GLS Portugal is liable for loss or damage suffered by parcels in its custody up to an amount of 10,00€ special drawing rights of the international monetary fund per kg of the parcels gross weight.

7.3 GLS Portugal accepts no liability for consequential damage or loss, e.g. losses of a purely commercial nature like loss of turnover or earnings, missed profits, cost of replacements or losses attributable to delay in customs clearance.

8. Insurance

8.1 In cases where the sender takes out no transport insurance, GLS Portugal will waive the limitation of liability stipulated in the first sentence of figure 7.1, paragraph 1, and will refund the value of the goods up to an amount not exceeding: the purchase price or; for second-hand goods the momentary value or; for goods sent on occasion of an auction the auction price depending on which amount is the lowest in each individual case, however not exceeding € 250-per package. Unless otherwise expressly agreed in writing, any retention agreed between the sender and his insurer shall not constitute grounds for a corresponding waiver on the part of GLS Portugal.

8.2 The sender shall not be entitled to assign or pledge insurance claims without the consent of GLS Portugal.

9. Reimbursement of Expenses

If the sender engages GLS Portugal to receive incoming packages or to import a package arriving from abroad, than GLS Portugal has the right, but is not obliged, to pay the regarding freight charges, value cashes on delivery, customs, taxes and other charges as well as expenses and request refunding from the sender.

10. Exclusion of Further Claims of the Sender

The assertion of claims by the sender against GLS Portugal in form of a further passing on the charges of monetary fines, to which the sender is obliged towards third parties, is excluded, particularly if direct claims towards GLS Portugal are not possible from this third party.

11. Laps of Claims

11.1 All claims against GLS Portugal shall lapse after one year.

11.2 The date of lapse shall be calculated as from either the date of delivery of the parcel or, if the package wasn't delivered, with the termination of the day, on which the delivery would have been carried out. The provisions mentioned in Art. 32 of the CMR shall apply to the lapse of claims relating to cross-border deliveries.

12. Written form

Supplementary agreements and divergent agreements require the written form.

13. Severability / Place of Jurisdiction

13.1 Should any of the provisions contained in these standard Contract Terms prove invalid this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision approximating as closely as possible to its commercial sense and purpose.

13.2 Place of jurisdiction is Lisbon.