

General Terms and Conditions of QI Post GmbH

§ 1 General, validity

(1) QI Post GmbH ('QI Post') provides for the international transport of parcels and container loads ('the following: "Shipments").

(2) Contracts and their execution are made exclusively on the basis of the following General Terms

Terms and Conditions (hereinafter referred to as "GTC") in the version valid at the time of the conclusion of the contract.

(3) Conflicting or deviating terms and conditions will not be accepted unless expressly and in writing approved of their validity. The terms and conditions also apply if the QI Post is aware of conflicting or deviating from these terms and conditions Conditions of the client performing the service without reservation.

§ 2 Carriage of consignments

(1) "Consignments" means parcels and container loads.

(2) The following consignments are excluded from the carriage:

- Shipments whose transport, import or storage violates the applicable statutory or official prohibitions,
- Consignments whose transport or storage is subject to national or international dangerous goods regulations,
- Consignments which are against export or import or customs regulations of the country of consignment, transit or destination violated,
- Shipments requiring certain safety precautions or permits,
- Consignments whose contents or external characteristics may injure, infect or cause property damage,
- Items of high exceptional value such as works of art, antiques, unique items, stamps, securities, precious metals, gems, Industrial diamonds, watches and money and other valid means of payment,
- Consignments which are subject to special protection requirements during transport (eg perishable or damaged goods),
- Consignments containing live animals and parts of animals or mortal remains of animals or humans,
- Shipments where the delivery address specified by the customer is inappropriate or only in disproportionate difficulty

is available or for whose delivery or delivery special expenses or security measures are required,

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Consignments containing narcotics or intoxicants,

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Shipments containing weapons, in particular firearms or parts thereof, weapons imitations or ammunition.

In addition, the following consignments, which are transported by air freight, are excluded:

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Dangerous goods (eg radioactive / explosive / easily flammable material in solid / liquid / gaseous state of aggregation), the one require special handling, eg according to the DGR standard

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insufficiently packed consignments

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Medicines of all kinds

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plants

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Tobacco and alcohol

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Pornographic data carriers, typefaces and other articles

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Akkreditivsendungen

-

COD

(3) If, contrary to § 2 (2), the client assigns to QI Post a good that has been excluded from the shipment, he shall be liable for the resulting obligations Consequences and damages without restriction.

(4) If a consignment is within the meaning of § 2 (2), the QI Post is free to refuse carriage. Unless a shipment is already sent to QI Post

QI Post is entitled to cancel the further carriage and to return the shipment to the client or to

To be available for collection and to charge him a subsequent fee. The same applies if the client suspects

Excluded consignments or other contractual violations on request of the QI Post information refused.

(5) QI Post is not obligated to check that consignments are reasonably conditional within the meaning of § 2 (2). If suspected of such

However, excluded consignments are entitled to open and inspect the consignments.

§ 3 Conclusion of contract

(1) A contract of carriage may be established by the transfer of conditional shipments by the principal and their transfer to the

Care of the QI Post or companies commissioned by it in accordance with these terms and conditions.

(2) After the delivery has been handed over to QI Post, termination of the contract by the client is not possible.

§ 4 Services of QI Post

(1) QI Post will transport the consignments and deliver them to the address specified by the client or hand them over to the respective address participating companies for further transport and delivery.

(2) Consignments weighing up to a maximum of 25 kg may be sent to the parcel shops listed on the homepage of QI Post or directly to the QI Post for carriage and delivery. For the marking of shipments are exclusively those of the QI post office provided parcel labels or labels to use.

(3) The QI Post is entitled to choose for itself the choice of the means of transport to be used for carriage and may seek fulfillment their obligations of third parties (eg other carriers, couriers or contractors). The selection of the participating companies takes place with the diligence of a proper businessman.

(4) The consignments are transported by means of a collective transport.

(5) QI Post does not carry out any transport that must be delivered on time. A specific delivery period is not owed.

(6) The delivery of consignments takes place at the consignee. The consignee is the person to whom the consignment according to contractual agreement is to be delivered.

(7) If the consignment can not be delivered in the manner described above, QI Post will not attempt another delivery.

The shipment will be stored by QI Post for a period of 4 weeks from the date of delivery. Shipments to be picked up kept by QI Post in accordance with customary care. If the shipment does not become within this period picked up, it is considered undeliverable.

(8) Also deemed undeliverable are consignments refused to be accepted and consignments for which the consignee does not identify them or the delivery of which is associated with a risk to the deliverer.

(9) If there is an undeliverable consignment in which the sender can not be determined, the QI Post is entitled to accept the consignment to open. If a sender can be found after opening by QI Post, the shipment will either be sent to the sender at the expense of the sender

Sender sent back or destroyed after questioning and subsequent instruction of the sender. Unless it is undeliverable

If the shipment is about a shipment of dangerous content, QI Post may destroy the shipment, sell it or send it to the competent authority

submit. If a sender can not be determined by QI Post, QI Post is entitled to accept the mail after a period of 4

Also destroy or sell weeks. Any claims for damages of the client remain unaffected. If the client refuses to take back the shipment, the QI Post may destroy or consume the shipment immediately. In addition, the QI Post Destroy bad shipments and excluded shipments within the meaning of § 2 (2) as well immediately.

(10) If the QI Post terminates the carriage due to the aforementioned circumstances, the Client shall be responsible for the costs incurred, in particular for forwarding, disposal, return, storage or administrative costs as well as any duties and taxes.

§ 5 Obligations of the client

(1) The client is obligated to send any consignment handed over to QI Post with a complete address of the recipient as well as with a complete sender information to provide.

(2) Furthermore, the client is obligated, by suitable packaging of the consignment, to prevent them from being damaged or lost protect. The outer packaging of the consignment must not show the value of the consignment. The client is the same is obliged to pack each shipment in such a way that neither the QI Post nor third parties suffer damage.

(3) All export and import regulations as well as customs regulations of the departure, transit and destination country are mandatory of Customer to observe. The consignments must be equipped by the client with all relevant documents so that the Transport and delivery without any loss of time or inconvenience to QI Post.

(4) The acceptance of consignments which, due to their nature or packaging, do not appear to be suitable for transport or are not adequately protected against transport risks can be rejected by the QI Post.

§ 6 Remuneration

(1) In addition to the Terms and Conditions, the price list set on the homepage of QI Post (www.qi-post.com) shall apply .

(2) The fee payable by the client must be paid in advance, at the latest upon delivery of the shipment.

(3) If, exceptionally, payment by invoice is agreed with QI Post, the invoice is due for immediate payment without deductions.

If the client does not pay within 14 days after invoicing, he will be in default of payment. In this case has the client of the QI Post to refund default interest according to § 288 BGB.

(4) If costs (eg customs duties, import and export duties, etc.) are incurred in addition to the fee paid in advance, QI Post is entitled to to claim them from the recipient as part of the refund.

§ 7 Liability

(1) QI Post shall not be liable in the event of loss or damage and improper performance of other obligations

Excluded consignments only to the extent of direct damage typical to the contract up to the limit specified in clause (2)

statutory limits.

(2) The maximum liability limits are set out in § 431 (1) HGB or in the case of cross-border transport in accordance with Art. 23 CMR.

In the case of international road transport, QI Post is liable under the provisions of the Convention on

Contract of carriage in international road haulage (CMR) and in the case of international air transport in accordance with

Provisions of the Warsaw Convention on International Carriage by Air (Warsaw Convention) and / or

Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention),

depending on which is mandatory.

(3) No liability is accepted for consequential damages. Further claims, for whatever legal reason, are excluded.

(4) Liability shall be excluded for circumstances beyond the control of QI Post (force majeure). As "higher

Violence "are to be regarded in particular natural events, wars, riots, riots and labor disputes.

(5) In addition, QI Post shall be exempt from liability if the damage is caused by circumstances that have caused QI Post to pay due diligence

Kaufmann could not avert, has been caused.

(6) An exemption from liability of QI Post is also present if the damage is due to a culpable behavior of the sender, the condition

content or a breach of any other provisions. In particular, QI Post is not liable for excluded shipments

within the meaning of § 2 (2). In the case of excluded shipments, the client is directly liable to QI Post, even in the case of

Use of third parties, for all the damage caused by the circumstance that it is an excluded shipment

is. If the customer is a consumer, it is a prerequisite that this is a fault.

(7) The QI Post is liable indefinitely for damages resulting from injury to life, limb or health on an intentional or

negligent breach of duty by QI Post or one of its legal representatives or vicarious agents.

§ 8 Statute of limitations

Limitation of claims of the client follows from § 439 HGB or for the cross-border transport from Art. 32 CMR.

For other claims that are not subject to the aforementioned laws, the statutory limitation periods apply.

§ 9 Privacy

The QI Post collects, stores and processes data of the sender and recipient in initiation, completion, settlement and repayment

of a contract within the framework of the legal regulations. The information provided will only be used by QI Post for the fulfillment and processing of the

used by her services. Since QI Post uses third-party services as part of its services, QI Post shall be entitled to pass on the data to the extent necessary for the execution of the contract to these third parties.

§ 10 Jurisdiction, Dispute Resolution, Other

(1) The exclusive place of jurisdiction for contracts with merchants, legal entities under public law or public law

Special Fund the Cologne District Court responsible for the headquarters of QI Post. The QI Post is also entitled to the customer to sue at the general place of jurisdiction.

(2) General duty to inform according to § 36 Consumer Dispute Settlement Act (VSBG): *The QI Post is not ready and not obliged to participate in a dispute settlement procedure before a consumer dispute resolution body.*

(3) The client can neither assign nor pledge his claims against QI Post. This does not apply to monetary claims.

(4) The customer shall only be entitled to offsetting rights if his counterclaims have been legally established, undisputed or by QI Post are recognized.

As of: 12/2017