

**General Terms and Conditions of  
Mailboxde.com GmbH**

- **for shipment services of mailboxde.com**
- **for storage services of mailboxde.com**

*valid and effective from 30<sup>th</sup> March 2026*

## I. Introduction, scope of services

1. **The general terms and conditions of Mailboxde.com GmbH - for shipment services of mailboxde.com and for storage services of mailboxde.com** (the “**GT&C**”) apply to legal relationships between the provider of the above-mentioned services which is:

**Mailboxde.com GmbH** company having its registered office at Äußere Weberstr. 90, 02763 Zittau, Germany, Company ID (St-Nr.): 208/114/03661, contact details: phone +4935838355148, e-mail: [support@mailboxde.com](mailto:support@mailboxde.com) (Mailboxde.com GmbH hereinafter referred to as the “**Service Provider**”),

and **the Principal** which means a consumer or a business entity or another entity (the “**Principal**”) which, under the GT&C, enters into a contract (the “**Shipment Contract**”) with the Service Provider via the internet portal <https://www.mailboxde.com> (internet portal/web interface hereinafter referred to as the “**Mailboxde.com**”) when arranging transport of the Shipments and also enters into a contract for storage services (the “**Storage Contract**”) of a logistics warehouse located at:

**Mailboxde.com GmbH**  
**Äußere Weberstr. 90 (or Äußere Weberstr. 57)**  
**02763 Zittau, Germany**  
(the “**Logistics Warehouse**”).

2. In addition to the above-mentioned terms, these GT&C include other terms with the following meanings:
  - “**Shipment Contract**” means a contract made between the Parties in compliance with these GT&C under which the Service Provider provides shipment services;
  - “**Carrier**” means an entity other than the Service Provider which transports the Shipments from the Logistics Warehouse to the Place of Destination or transports the Shipments from a certain place to the Place of Destination;
  - “**Place of Destination**” means a place specified in the Shipment Order, namely a place (address) where the Carrier authorized by the Service Provider physically hands the Shipment over to the Recipient;
  - “**Shipment Order**” means a form which is filled out by the Principal via Mailboxde.com and based on which an offer of the Service Provider to make the Shipment Contract is accepted;
  - “**Shipper**” means a person who dispatches the Shipment to the Logistics Warehouse (e.g. the Principal or a third party, e.g. e-shop);
  - “**Recipient**” means a contact person who is designated as the Recipient by the Principal and who receives the Shipment from the Carrier when unloading the Shipment in the Place of Destination;
  - “**Shipment**” means a thing the transport of which to the Place of Destination the Service Provider undertakes to arrange, including proper packaging under these GT&C;
  - “**Order**” means an order for the Services placed by the Principal at the Service Provider;
  - “**Remuneration**” means an agreed payment which is to be paid to the Service Provider for the provision of services under the terms of the Storage Contract, Shipment Contract and

these GT&C and which is to be paid by the Principal and which is set based on an applicable price list of services available at Mailboxde.com, including applicable taxes;

- **“Working Hours”** mean a period from 8 am to 4 pm only on business days, i.e. except for holidays acknowledged by the Free State of Saxony, Saturdays and Sundays;
- **“Logistics Warehouse”** also means a place where the Service Provider stores the Shipment under the Storage Contract and its address is stated above;
- **“Parties”** mean the Service Provider and the Principal;
- **“Prohibited Goods”** mean:
  - a) banknotes and circulation coins, precious metals and articles thereof, pearls and gem stones and articles thereof;
  - b) securities, stamps and other similar instruments, such as savings books and cheque books, bills of exchange, credit cards, letters from banks and loan institutions, sim cards;
  - c) works of art, special cultural and historical values and collections;
  - d) used and damaged vehicles;
  - e) used and damaged machines and equipments without specifying the accurate extent of the damage or depreciation;
  - f) live animals;
  - g) weapons or parts thereof (including toys imitating weapons), ammunition and explosives, butterfly knives, fist knives, flick knives, knuckledusters, steel rods, clubs, nunchakus and star-shaped discs, switchblade with a blade that is longer than 8.5 cm and that is not sharpened on both sides (an exhaustive list of prohibited weapons and ammunition is provided by the Central Customs Authority of the Federal Republic of Germany, the list of prohibited weapons is available at: [http://www.zoll.de/DE/Fachthemen/Verbote-Beschaerungen/Schutz-der-oeffentlichen-Ordnung/Waffen-und-Munition/Verbotene-Waffen-und-Munition/verbotene-waffen-und-munition\\_node.html](http://www.zoll.de/DE/Fachthemen/Verbote-Beschaerungen/Schutz-der-oeffentlichen-Ordnung/Waffen-und-Munition/Verbotene-Waffen-und-Munition/verbotene-waffen-und-munition_node.html)),
  - h) radioactive substances;
  - i) narcotic drugs and psychotropic substances;
  - j) moved items and personal items without specifying the accurate extent of damage or depreciation;
  - k) toxic and corrosive substances;
  - l) infectious biological substances;
  - m) pornography;
  - n) waste;
  - o) solid carbon dioxide;
  - p) pressure vessels, compressed or liquid gases and gas solutions;
  - q) fluids that may leak from the packaging of the Shipment or soak through the packaging;
  - r) fragile items that are not treated in a special appropriate manner so as not to be damaged due to ordinary handling with the Shipment;
  - s) biological agents and toxins, oxidising, flammable and other chemical substances and preparations that are classified as dangerous;
  - t) **substances subject to ADR, including all types of waste; \***
  - u) **Items subject to excise tax: alcohol (spirits, wine, beer etc.), cigarettes, tobacco, mineral oils, light fuel oils, fuel etc.** - Transport by a hired carrier without registration of excise duty in the destination country is not permitted ([European Court of Justice, 23 Nov 2006, C-5/05 „Joustra“](#); [FAQ: Why can't I send alcohol or tobacco?](#));
  - v) **Shipments from outside the EU;**
  - w) except for the Shipment with the value exceeding EUR 1,000 or with the value higher than

the maximum value of liability for the Shipment borne by the Carrier selected by the Principal for further transport. **The Principal is obliged to declare the accurate value of the Shipment and insure it** when concluding the Shipment Order in the relevant form of the Service Provider. In the event of unauthorized handover of the Shipment with the value exceeding EUR 1,000 or the maximum value up to which the selected Carrier is liable for the Shipment, the Service Provider is not liable for damage to the Shipment exceeding EUR 1,000 or the value up to which the selected Carrier is liable for the Shipment. If the actual value of the Shipment is lower than the value declared by the Principal, then the Service Provider is not liable for damage to the Shipment exceeding its actual value.

- x) **Oversized Shipments, i.e. Shipments**
  - **with the length exceeding: 200 cm,**
  - **the sum of 1 x length + 2 x width + 2 x height exceeds 300 cm,**
  - **with the weight exceeding 30 kg.**
- y) **Medicinal drugs without prior consent of the Service Provider.** After approval, the quantity is limited to personal use only.
- z) **The Shipment for which a seller has not received a full payment:**

In the event that the Service Provider is informed by the seller of the unpaid Shipment, the Principal is given a 5day period for explanation, remedy and payment via wire transfer. The evidence of payment must be delivered from the e-mail address of the Principal's bank. If the seller's debt is not paid, the unpaid Shipment will be returned to the Shipper. If an unauthorized use of a credit card is discovered in connection with the Shipments accepted to the Logistics Warehouse (this may be demonstrated by for example a statement of an operator of a credit card network or another payment method), the Service Provider reserves a right to return the unpaid Shipment placed in the Principal's account to the Shipper.
- aa) Batteries classified as dangerous goods, all damaged batteries;
- bb) electronic devices containing lithium batteries if the Shipment is sent by airmail;
- cc) flammable substances, including magnesium, phosphorus, potassium, sodium, sodium hydroxide, zinc powder;
- dd) flammable cosmetics, such as nail polish, perfumes, toilet waters and aftershave waters if they are transported by air or in excessive quantity;
- ee) gas and petrol lighters and gas lighter refills containing flammable gases if they are transported by air or in excessive quantity;
- ff) matches;
- gg) waste dangerous for the environment, such as machine oil or used batteries;
- hh) explosives, such as fuses, airbag component parts, crackers, sparklers or flares;
- ii) pesticides, herbicides and toxic insecticides;
- jj) oxidants or peroxides, e.g. bleach and disinfectants, hair dyes and other dyes containing peroxides;
- kk) infectious and/or biological substances (UN 2814, UN 2900, UN 3373) containing pathogens or other substances that may affect humans or animals, such as bacteria, viruses, parasites, prions;
- ll) airbag gas generators and seatbelt pretensioners, separately or installed;
- mm) toxins - toxic substances, such as arsenic, beryllium, cyanide, fluorine or rats bane which may cause injury or even death upon inhalation or ingestion or absorption;
- nn) gases (flammable, inflammable, compressed and toxic gases), including butane, ethane, methane, propane, fire extinguishers, diving cylinders;
- oo) solid carbon dioxide (dry ice);
- pp) corrosive substances, such as acids, dyes, rust, sodium hydroxide, mercury and gallium.

- qq) **All types of TVs, LCD monitors and displays with the size exceeding 21 inches, packed furniture with the weight exceeding 15 kg, loudspeakers above 5 kg, toilet bowls (toilets), washbasins, mirrors, kitchen equipment above 5 kg (especially dishwashers, fridges, range hoods, hobs, ovens and the like), bumpers, spoilers, fenders, exhaust pipes, large body parts of a vehicle, bicycles (except for children's bikes).**
- rr) Food products for commercial use, perishable goods and food products not hermetically sealed.
- ss) Counterfeit products and those that are likely to infringe trademark and copyrights of third parties.
- tt) **Plants**, including their roots, seeds and mushroom spawn.
- uu) **Special letters with legal purpose and court correspondence**  
The logistics warehouse does not accept consignments with a legal purpose, in particular court correspondence (e.g. letters from Mahngericht, Amtsgericht, Landgericht), registered letters without the indication "Mailboxde.com GmbH" in the address, consignments marked "Eigenhändig" (personal delivery only), "Nicht nachsenden" (do not forward), or other letters that may serve as evidence in legal proceedings (evidentiary interest).
- vv) **Official letters without the name "Mailboxde.com GmbH" in the address**  
The logistics warehouse does not accept and will return all official letters from authorities that are not expressly addressed with the name "Mailboxde.com GmbH" in the address. The logistics warehouse does not provide an address for company headquarters or for purposes of permanent residence.

**\*Note:** ADR (Accord Dangereuses Route); dangerous articles that cause flammability, corrosiveness or explosiveness and where the safety of persons, property and the environment can be compromised by their transport.

3. The term or time period specified in days starts on the day following the fact decisive for its beginning. The end of the term or time period specified in weeks or months falls on a day that either by the name or number complies with the day on which the fact falls from which the term or the time period counts. If there is no such day in the relevant month, the end of the term or the time period falls on its last day. If the last day of the term (time period) falls on a Saturday, Sunday or holiday, the last day of the term (time period) is the next business day.
4. An obligation of one Party specified in these GT&C always corresponds to the right of the other Party and vice versa, the right of one Party specified in these GT&C always corresponds to the obligation of the other Party, even though a mutual right or obligation of the other Party is not explicitly stated in these GT&C.
5. These GT&C also apply to the obligation of the Service Provider to arrange in his own name and on the account of the Principal transport of the Shipment from a certain place to another place (Place of Destination), or arrange or make acts associated with the transport and to the obligation of the Principal to pay the Service Provider the Remuneration or arrange and/or make acts associated with the transport and also the obligation of the Service Provider to provide the Principal with storage services and the corresponding obligation of the Principal to pay the Service Provider the Remuneration and any other payments and costs.
6. Legal relations between the Service Provider and the Principal are mostly governed by the Civil Code, the Commercial Code and legal regulations for consumer protection; when the

governing law as agreed between the Parties is the German law.

7. The current version of the General Terms and Conditions is available at: <https://www.mailboxde.com/>.
8. In order to conclude the Shipment Contract and the Storage Contract in a due manner, the Principal is obliged to create a user account at Mailboxde.com. When registering at Mailboxde.com, the Principal must state truthful and complete information. The Service Provider is entitled, without any compensation or without any prior notice, to unilaterally cancel or block the user account which contains untruthful or incomplete information or which is left unused by the Principal for a period of more than two years. The Principal is obliged to update the data provided in his user account at Mailboxde.com without undue delay if any change occurs. The Service Provider bears no liability for any harm caused by providing untruthful or incomplete information in the user account at Mailboxde.com.
9. These GT&C form an integral part of each Shipment Contract and Storage Contract that are made between the Parties and provide for rights and obligations of the Parties.

## II. Conclusion of the Contract, Pre-contractual Liability

1. **The Principal accepts a draft Shipment Contract and at the same time Storage Contract as follows:**
  - a. by due completion and confirmation of the Shipment Order in the web interface of Mailboxde.com through his user account;
  - b. by another provable act of the Principal or a person authorized to act on behalf of the Principal that shows the will to conclude the Shipment Contract. Particularly, delivery of the Principal's Shipment to the Logistics Warehouse or a demonstration of will of the Principal showing the intent to use the services of the Service Provider is deemed the provable act and the demonstration of will to accept the draft Shipment Contract and Storage Contract. In this situation, the Principal is also obliged to complete and confirm the Shipment Order available for completion at the web interface of Mailboxde.com after his Shipment is delivered to the Logistics Warehouse.

By confirming the Shipment Order by the Parties, both parties mutually agree with the content of these GT&C and **the Service Provider and the Principal hereby enter into the Shipment Contract and the Storage Contract**. The Principal represents that prior to conclusion of the Shipment Contract, he has fully and thoroughly apprised himself of the content and text of the GT&C, accepts these terms and conditions and has no reserves to them. The Principal also confirms that he has apprised himself of the terms and conditions of individual carriers and undertakes to comply with the obligations resulting therefrom.

2. The Principal is aware of the fact that he is fully liable for damage caused by incorrect completion of the Shipment Order.
3. Should there be any doubts about the type, contents, cost, weight, packaging or other data about the Shipment, the information provided by the Service Provider will apply.

4. The Service Provider is entitled to terminate negotiations on the Storage Contract, or its draft, and negotiations on the Shipment Contract at any stage of negotiations. The Parties exclude any pre-contractual liability of the Service Provider.

### III. Characteristics of Transported Shipments

1. If the Principal hands over the Shipment for transport which contains the prohibited content or if the Principal has such Shipment delivered by the Service Provider, the Principal is liable for any possible damage incurred by the Service Provider, Carrier or third parties in connection with the Shipment. The Service Provider is not liable for the Shipments with prohibited contents delivered to the Logistics Warehouse.
2. **The Principal is obliged to provide the following information concerning each Shipment:**
  - a contact person (name and surname) authorized to act on behalf of the Principal in case that the contact person is not the Principal, including his/her mobile or another phone number and e-mail address;
  - a mobile or another phone number, name and surname of the Recipient (or a phone number of a person who controls the unloading and is in direct contact with the Recipient);
  - description, nature and exact specification of the Shipment or its individual component parts;
  - all information necessary for the transport of the Shipment in the box “Detailed specification of the shipment order”;
  - the Principal is obliged to send other information and documents to the e-mail address of the Service Provider who must send a delivery confirmation of such information, otherwise such information and documents are disregarded;
  - address of the Shipper and the Recipient unless it has been included in the Shipment Order or it results from the user account of the Principal.

In order to demonstrate the customs value of the Shipment, the Principal is obliged to attach to the Shipment Order a proof of purchase of the Shipment, a copy of an order, a purchase contract (e.g. print screen of an e-shop), an invoice, a proof of payment (e.g. Confirmation of payment via PayPal or via wire transfer) or another document showing the declared value of the Shipment. If the document is not uploaded to the Shipment Order or the Principal is unable to e-mail it to the Service Provider within one business day of confirmation of the Shipment Order, the Parties agree that the Service Provider is entitled to request the value from the Shipper or to open the Shipment in order to acquire a document for due completion of the customs declaration. If the Principal finds, upon inspection, an incorrectly completed customs value that is different from the value specified in the document demonstrating the customs value, the Service Provider returns the Shipment Order to the Principal to correct it. The Service Provider is entitled to reimbursement of all costs incurred in connection with assessing the customs value of the Shipment.

The breach of obligations referred to in this paragraph of the GT&C is a material breach of the Shipment Contract. The Principal is liable for possible harm caused by stating inaccurate

and/or incomplete data by the Principal and in such a case, the Principal is obliged to compensate the Service Provider for all the damage caused to the Service Provider.

3. **The Principal is obliged to deliver the Shipment to the Service Provider duly packed in an undamaged packaging so as:**

- to ensure protection of the content of the Shipment against damage or loss;
- the packaging of the Shipment to enable safe and easy handling when transporting the Shipment and to be provided with a clearly visible handling label corresponding to the nature of the Shipment;
- not to be possible to penetrate the Shipment without leaving obvious traces;
- **the outer and inner packaging to be:**
  - a) strong enough to efficiently protect items contained in the Shipment against possible damage caused by contact with other Shipments (friction, pressure and impact);
  - b) adequate not to damage the items contained in the Shipment due to climatic impacts;
- the items contained in the Shipment to be secured so as not to be damaged by friction, pressure and impact between the items and the packaging or between each other;
- the Shipment with the weight exceeding 15 kg to be adjusted so that two persons may handle it in a secure and easy manner.

An unpacked item may only be the Shipment if it is strong enough or the item does not have to be packed or there is no danger that a part of the item transported could be separated or damage other Shipments when handling the Shipment in a usual manner.

4. The liability for damage resulting from insufficient packaging and delivery of the Shipment for transport is borne by the Principal.
5. The Service Provider accepts consolidated Shipments determined for their separation and individual delivery (e.g. in Germany) only in a protection box or envelope (under par. 3 of this Article of the GT&C) attached with correctly completed and signed CMR transport document and precise description of all individual items in individual shipments stored in the protection box. The CMR transport document must be enclosed in a self-adhesive pouch affixed to the protection box. The Principal gives his consent the Service Provider to open the protection box in order to duly send individual Shipments inside or for other reasons in accordance with the Postal Act applicable in the Federal Republic of Germany.

## **IV. Fees and Conditions for Storage of Shipments**

1. The Service Provider arranges transport of the Shipments from the Logistics Warehouse and their storage in the Logistics Warehouse.
2. The Service Provider is liable for the storage and handling the Shipments under the Storage Contract and these GT&C.
3. The shipment services under the Shipment Contract and these GT&C and storage services under the Storage Contract and these GT&C are charged according to the current price list, which is available at <https://www.mailboxde.com/> under the link “**Price List of**

**Services**” [Price List Of Services](#)). The price for the service is added with transport charges to the place of destination that are available under the link “**Price List of Postage**” ([Price List Of Postage](#)). An approximate calculation can be done by clicking the link “**Shipping Calculator**” ([Shipping Calculator](#)).

4. Under the Storage Contract, the Service Provider undertakes to provide the Principal with the following services:
  - a) to keep receiving the Shipments from the Principal, or persons authorized by the Principal, in the Logistics Warehouse in a place designated for such purpose;
  - b) to accept the Shipments to the Logistics Warehouse and release the Shipments from the Logistics Warehouse to the Carrier;
  - c) to store the Shipments in the Logistics Warehouse and keep records of the Shipments in accordance with standard storage procedures of the Service Provider;
  - d) to provide other associated logistics services if expressly agreed between the Parties; all of them provided under the terms and conditions stipulated in the Storage Contract and these GT&C (hereinafter jointly referred to as the “**Services**”).
5. The Service Provider is obliged to provide the Principal with the Services within the Working Hours. If the Principal requires to be provided with the Services outside the Working Hours, the Service Provider undertakes to provide the Services after prior written agreement between the Parties.
6. The Service Provider accepts the Shipment from the Principal in the Working Hours or under the instructions of the Principal, he accepts the Shipment from a person who delivered the Shipment or who assumed liability for transport in the Logistics Warehouse in a place designated for such purpose and confirms the Principal or another authorized person a proof of receipt of the Shipment if the person handing over the Shipment requires the confirmation of receipt of the Shipment. The Service Provider is entitled to keep one copy of such confirmation of receipt of the Shipment. The Service Provider is, under the below-mentioned conditions, authorized to carry out a preliminary inspection of the Shipment which means comparison of the Shipment accepted with a delivery note or another proof concerning the Shipment and visual examination as to whether the Shipment or the packaging of the Shipment is damaged or not. If the Service Provider finds that the Shipment or the packaging of the Shipment is damaged, or the identification is incorrect, or the Shipment contains the Prohibited Goods (hereinafter jointly referred to as the “**Defect of the Shipment**”), the Service Provider is entitled to refuse acceptance of the Shipment to the Collecting Warehouse, or store it to a blocking zone and to inform the Principal about the Defect of the Shipment without undue delay. The Service Provider is entitled to document the extent of damage of the Shipment or its packaging, which means description of the damage in the record of damage, and taking photographs. If the Principal fails to determine in which manner the defective Shipment is to be disposed of (e.g. the Shipment with damaged packaging is to be repacked at the expense of the Principal) within 10 days of being informed that the Shipment has been delivered to the Warehouse of the Service Provider with the Defect of the Shipment, the Service Provider is entitled to return such Shipment to the last known address of the Principal at the expense of the Principal. The Service Provider is entitled to liquidate the defective shipment if its further mail transport is impossible and at the same time, at least 10 days have elapsed from notifying the Principal that the Shipment had been delivered to the Logistics Warehouse with the Defect of the Shipment and the Principal had failed to deliver adequate instructions on further disposal

of the Shipment. The Principal undertakes to pay costs for possible liquidation and other costs incurred by the Service Provider in connection with the Shipment having the Defect of the Shipment.

7. The Service Provider is entitled to open and inspect the shipment under the below-mentioned conditions which reflect Section 39 of the Postal Act and Section 5 of the Customs Act:
  - a) when verifying that reduced rate postal items meet the relevant collective pricing conditions;
  - b) when securing the contents of the damaged Shipment;
  - c) when establishing the addressee or sender of an undeliverable postal item when this cannot be done by any other means (e.g. if there is no address of the addressee / sender, there is missing any indication of the addressee / sender and the like);
  - d) when averting physical danger to persons or property from a postal item.

The Service Provider is also entitled to inspect the goods when he finds out that the Shipment has characteristic features similar to those of the Shipments that contained the Prohibited Goods in the past (e.g. the Shipment is sent by the Shipper who sent the Shipment with the Prohibited Goods in the past and the like).

When inspecting the Shipment, the Service Provider is obliged to deliver a document indicated as "Shipment Inspection" to the Recipient, which contains details about the inspection carried out and at the same time signatures of two employees of the Service Provider inspecting the Shipment.

8. The Principal acknowledges that customs authorities are authorized to inspect and dispose of the Shipment under the applicable laws (i.e. to put the Shipment to the risk analysis, X-ray scanning, to open it and the like). If the customs authorities open the Shipment and then repack again, such Shipment will be labelled with a tape with the text "ZOLL" or if the Service Provider possessed the Shipment in that time, the inspection could be demonstrated by witnesses or a protocol. If the production packaging of the shipment (not transport packaging) or the content itself for transport of the admissible Shipment is damaged during the inspection carried out by the customs authorities, the Service Provider undertakes to make all the effort and cooperate when claiming damages against the customs authorities.
9. The Service Provider releases the Shipment to the Carrier within the Working Hours and the Carrier delivers the Shipment under the terms and conditions of the Shipment Contract.
10. If the Principal fails to confirm the Shipment Order within 70 days of the delivery of the Shipment to the Logistics Warehouse, the Service Provider is entitled to return the Shipment to the original Sender if there is an option of free return shipping for the Shipment or the Principal has sufficient balance (credit) on his account for return shipping. If the Service Provider does not exercise his right to return the Shipment to the Sender for any reason or if the Shipment is returned to the Service Provider by the Sender or Carrier as undeliverable and at the same time the Service Provider does not receive an order to send the Shipment or any other instruction to dispose of the Shipment from the Principal, the Shipment will be liquidated (particularly returned to a collection yard or destroyed) after the expiry of one year at the expense of the Principal.

11. The Service Provider is further entitled to liquidate the Shipment at the expense of the Principal after the expiry of one year of its delivery to the Logistics Warehouse in the following situations:
  - a) The Shipment is, after due posting to the address provided by the Principal, returned to the Service Provider as undelivered and the Principal fails to cooperate with the Service Provider in remedy despite having been notified.
  - b) The Shipment is returned to the Service Provider from a customs office, air traffic control or other authority and it is impossible to deliver it to the address provided by the Principal (e.g. when a recipient refused to pay a customs debt or the Shipment was impossible to deliver due to an obstacle on the part of the customs office or another office in the country of destination).
12. Before liquidating the Shipment, the Principal will be informed of scheduled liquidation of the Shipment per email and with a registered letter no less than 14 days in advance. The Principal acknowledges that if the storage period stated in the GT&C is exceeded, an obligation to pay the storage fees under the GT&C is created.
13. The Service Provider undertakes to keep records of the Shipments stored.
14. In the event that any Service cannot be provided under the instructions of the Principal or if needed, the Service Provider is entitled to require additional information or documents necessary for the provision of the Services from the Principal and the Principal is obliged to provide the information within three business days.
15. The Service Provider is not obliged to insure the Shipment unless he receives a written instruction from the Principal.
16. The Service Provider is entitled to store the Shipment along with other Shipments in the Logistics Warehouse.
17. At his sole discretion, the Service Provider reserves the right to suspend or cancel, both partially and completely, providing the Services at any time, without any prior notice and any liability to the Principal or other authorized persons if he finds that the Services provided or their parts are prohibited by applicable laws and regulations, particularly laws of the European Union or laws of particular member countries, including laws and regulations on fighting against terrorism and on embargo. The same applies if he finds that the Shipment contains the Prohibited Goods.
18. The Service Provider further reserves the right not to deliver any performance to the extent to which such performance or payment might expose him to any international penalty, limitation or restriction specified in a UN resolution, or which is given by commercial or economic sanctions, legal regulations or regulations of the European Union or legislation of particular member countries.
19. If the Principal defaults on the payment of the relevant Remuneration accounted and other amounts and advances or if there is any other outstanding debt(s) due from the Principal to the Service Provider, the latter will be entitled to suspend the provision of any Services. The Service Provider is obliged to notify the Principal of exercising the right to suspend the provision of the Services.

20. The Service Provider is entitled to set off any of his due and undue claims owed by the Principal against any claim owed by the Service Provider to the Principal, i.e. a claim (i) due and undue, or (ii) under the Shipment Contract or the Storage Contract and/or in connection therewith or (iii) under another legal relationship between the Parties or in connection with it.

## **V. Liability of the Service Provider in relation to Storage Services**

1. The Service Provider is liable for damage to the Shipments stored which incurred after the receipt of the Shipment until its release to the Carrier or another person in accordance with the Storage Contract. The due release of the Shipment from the Logistics Warehouse means confirmation of receipt of the Shipment by the Carrier. The Service Provider undertakes to handle the Shipments with professional care and in a manner corresponding to the nature of such Shipment so as the Principal incurs no damage. Under no circumstances, the Service Provider pays indirect damage, consequential damage or loss of profit even if they incur in connection with the Storage Contract.
2. The Service Provider is not liable for damage to the Shipment caused by:
  - the Principal or a third party;
  - a defect or a nature of the Shipment;
  - a defect of the Shipment's packaging.
3. The Service Provider is not liable for damage or destruction of pallets and returnable packaging incurred upon handling the Shipments.
4. The Service Provider is liable for damage incurred by the Principal due to provable culpable breach of obligations to provide the Services in a due manner, except for force majeure cases.
5. Force majeure means events that are unforeseeable at the time of conclusion of the Storage Contract and that cause either Party to be, partially or completely, unable to perform his contractual obligations, and thus events that are not avoidable despite all care which may be reasonably required by the respective Party, such as strikes, wars, other disorders, trade, monetary, political or other measures of public authorities, natural disasters, such as fire, flood, earthquake and the like. Insolvency of either Party due to the lack of funds or unwillingness of either Party to pay is not deemed force majeure events. The Parties undertake to inform each other about the existence of force majeure events without undue delay.
6. If there incurs damage to the Shipment or any other damage for which the Service Provider is liable, the Service Provider undertakes to claim damages against his insurance company on time. In such situations, the Principal is obliged to provide the Service Provider with all possible cooperation, particularly to provide necessary documents and other related information to prove the damage incurred on time.
7. The claims incurred due to damage, loss or destruction of the Shipment and due to delayed acceptance or release of the Shipment to/from the Logistics Warehouse against the Service Provider expire after the lapse of one year.

## **VI. Basic Rights and Obligations of the Principal in relation to the Storage Contract**

1. The Principal undertakes to pay the Service Provider the agreed Remuneration for the Services provided under the Storage Contract and also all other costs incurred by the Service Provider in connection with the provision of the Services under the Storage Contract.
2. The Principal is obliged to complete the Shipment Order or a request for acceptance of the Shipment to the Logistics Warehouse in a due manner no later than 70 days of acceptance of the Shipment to the Logistics Warehouse. The Principal is liable for the Shipment Order or any other request of the Principal includes accurate information. The Service Provider is not liable for damage incurred due to incorrectly completed Shipment Order or request of the Principal.
3. The Principal is obliged to provide the Service Provider with all documents, information and data necessary for the provision of the Services. If the data referred to in the Shipment Order or another request of the Principal differs from the information contained in other documents relating to the Shipment, the Principal is obliged, without any undue delay, to correct and eliminate these discrepancies such that all written documentation properly conforms to the reality. Until the Principal has properly cleared up any such discrepancies between the information stated or if the Shipment does not conform to information specified in the Shipment Order, other request of the Principal, other document relating to the Shipment or if the Shipment contains the Prohibited Goods, the Principal is not entitled to expect the Service Provider to provide the Services. In such situations, the Service Provider is entitled to refuse the provision of any services and to act under Art. IV(6) of the GT&C.
4. The Principal is not entitled to enter the area of the Logistics Warehouse, particularly due to processing of the Shipments subject to postal secret.
5. The Principal is entitled to ask the Service Provider to take inventory of the Shipment and inform him about its results. In such a case, a prior agreement of the Parties is required under which the Service Provider takes the inventory. At the same time the Principal undertakes to pay the Service Provider a price agreed by the Parties for that activity and if such price is not expressly agreed, then the price determined by the Service Provider which will not be in gross disproportion to fair prices for the same or similar activity in the time and place.
6. The Principal is liable for compensating the Service Provider for any costs the Service Provider incurs, such as a fine or other sanction for breach of public law as a result of erroneous, inaccurate, incomplete or otherwise defective documents, information or data provided to the Service Provider by the Principal or a person acting on behalf of the Principal.
7. The Principal is liable against the Service Provider for compliance of the Shipment with information stated in the documents relating to the Shipment.
8. If the Shipment is at risk of suffering immediate damage or should damage have already occurred without any fault of the Service Provider, the Principal is obliged, without undue delay, to give the Service Provider necessary instructions for how to handle the Shipment and minimize the damage caused. All the costs associated with handling the Shipment and

minimizing the damage are borne by the Principal and the Principal undertakes to reimburse the Service Provider for any expenses, if incurred.

9. The Principal is obliged to assert and demonstrate any claim against the Service Provider for damages no later than within three years of the occurrence of the damage, otherwise the relevant right lapses.
10. The Principal is entitled to cancel the Shipment Order confirmed by the Service Provider only based on a written agreement of the Parties. If the Order confirmed or the Principal's request approved by the Service Provider is cancelled, the Principal is obliged to reimburse for all expenses incurred by the Service Provider and possibly a proportionate part of the Remuneration for the Services already provided. The Principal acknowledges that the Shipment Order may not be cancelled once the Shipment has been handed over to the Carrier.
11. The Principal undertakes to indemnify the Service Provider if he incurs damage or other harm because of an action, omission or breach of any duty of the Principal or persons authorized by him. The Principal also undertakes to indemnify the Service Provider if as a result of any act, omission or breach of any obligation of the Principal, an illegal state occurs, which will cause any damage, costs, penalties or other obligations on the part of the Service Provider.
12. The Principal is not entitled without a prior written consent of the Service Provider to assign any of his claims against the Service Provider, in full or part, to a third party or pledge any of his claims against the Service Provider in favour of a third person as a whole or in part. The Principal is not entitled to unilaterally set off any of his claims against the Service Provider or any part thereof against claims of the Service Provider.

## **VII. Notification**

1. Any communication relating to the Shipment Contract or Storage Contract and drafts of these contracts must be in writing; unless specified otherwise, it must be delivered in person, by email or any other form of electronic communication and these forms of electronic communication will be considered as a written form.
2. Communicating by e-mail without a guaranteed signature is deemed sufficient.
3. With some exceptions specified below, any communication or document relating to the Shipment Contract or the Storage Contract will be considered delivered:
  - a) if it is delivered in person or by courier with confirmation of the receipt by the addressee, upon delivery to the addressee;
  - b) if it is sent by mail, upon delivery at the appropriate address or on the fifth Business Day after the date on which it was submitted for postal services in a properly headed envelope with prepaid postal fee (unless the provider of postal services notifies the Shipper or the Service Provider that in fact the notification has not actually been delivered to the address of the addressee or stored at the post office for the addressee in accordance with the relevant rules of postal services/transportation of the Shipments; or if this fact is established otherwise without any doubt);
  - d) if it is sent by e-mail or other electronic communication as soon as it is received.

4. Communication delivered in accordance with the previous paragraph of these GT&C, which was received on other than the Business Day or after 4 pm at the place of delivery will be deemed delivered on the next Business Day at this location.

## **VIII. Delivery of Shipments**

1. Once the Principal confirms and delivers the Shipment Order to the Service Provider, the Service Provider is obliged to arrange for the Carrier to take over the Shipment at the agreed date for transport and deliver it to the Place of Destination.
2. The Service Provider arranges for delivery of the Shipment to the Place of Destination in the normal delivery time adequate to the distance of transport or on the date agreed with the Principal and under the terms agreed for the particular type of transport in the Shipment Order. The normal delivery time means a period for which the Carrier arranged by the Service Provider usually delivers the Shipment to the Recipient unless extraordinary or unexpected situations occur during the transport of the Shipment. The Service Provider is not liable for delayed delivery of the Shipment for reasons on the part of the Carrier.
3. If the delivery time is to end on a day of rest or a non-working day, then it ends at the same time of a following business day unless the Parties agree otherwise.
4. When taking over the Shipment, the Recipient is obliged to cooperate with the Carrier, especially to confirm receipt of the Shipment to the document submitted by the Carrier. The Recipient is obliged to write his name and surname in block letters and set his hand to the document.
5. The Shipment may also be delivered so that it will be handed over to a person over 18 years of age who dwells in the Place of Destination and in the time of delivery and who shows interest in takeover of the Shipment. However, the Service Provider is not liable for any harm incurred by the Principal, Recipient or other persons, which would be caused as a result of delivery in this particular manner.
6. Paragraph 1 and 2 do not apply when the Shipment cannot be delivered even with due professional care. The undeliverable Shipment will be delivered back to the Shipper at the expense of the Principal. If the Recipient refuses to take over the Shipment delivered, the Principal is obliged to pay all expenses for the delivery of the Shipment back in the same amount as for the delivery to the Recipient.

The undeliverable Shipment means if:

- a) the Recipient of the Shipment has refused to confirm its receipt in writing;
- b) the Recipient of the Shipment has not been present in the Place of Destination in the time of its delivery;
- c) The Recipient of the Shipment has not occurred in the Place of Destination, or has moved out.

## IX. Terms of Payment and Transport Charges

1. Transport charges, fees for shipment services and the Services under the Storage Contract may only be paid from the deposit of funds (credit) which the Principal deposits in advance to his account at Mailboxde.com (the “**Credit System**”). The Shipment will be sent and released to the Recipient after all fees and transport charges are paid. In addition to all fees and transport charges, the Service Provider is authorized to account all costs and other expenses which the Service Provider must have incurred in order to provide services specified in these GT&C in a due manner, to prevent from damage or to protect the interests of the Principal or which the Service Provider incurred in connection with the provision of the Services or in connections with eliminating any consequences of damage events occurred when providing the Services.

The credit system is an electronic wallet, which facilitates payments for services of the Service Provider. The Principal buys the credit used for payments for services via a credit card, PayPal electronic wallet or bank transfer. Credit is bound to the account of the Principal at Mailboxde.com, always to the particular e-mail address. One credit equals to one euro. The credits in the Credit System are not time-limited and are refundable at any time. The Principal may ask the customer support by e-mail [support@mailboxde.com](mailto:support@mailboxde.com) to refund the funds from his registered e-mail at Mailboxde.com, stating his bank account number and his ID at Mailboxde.com

**In the event of failure to receive the Shipment by the Recipient or other obstacles, the Principal is obliged to pay costs for possible return transport and other extra costs incurred.**

2. The Principal expressly agrees the tax documents to be delivered by e-mail.
3. After depositing the funds to the Principal’s account (to the Credit System), a tax document will be issued no later than within 15 days which will be delivered to the Principal’s e-mail address.

## X. Liability of the Service Provider for Damage Occurred When Arranging for Transport of the Shipment

1. The Service Provider is liable against the Principal for damage incurred by his activities hereunder, i.e. for damage incurred by arranging for the transport of the Shipment through the selected Carrier.

The actual damage means damage by which the property of the Principal is reduced as a result of the damage event incurred in arranging for the transport of the Shipment.

However, the Service Provider is not liable for loss of profit or consequential damage (i.e. any harm caused due to non-delivery of the Shipment, delayed delivery of the Shipment or delivery of the damaged Shipment) incurred in connection with arranging for the transport of the Shipment or with its transport.

2. The Service Provider is released from liability for damage when arranging for the transport of the Shipment if:
  - he could not prevent it when taking professional care usual in the field of shipment services or when the breach of his obligations was caused by circumstances excluding his liability;

- the damage is caused due to the breach of the Principal's obligations stipulated by law, in the Shipment Order, Shipment Contract and these GT&C;
  - the damage is caused by a defect or nature of the Shipment's content or by missing, defective or insufficient packaging or by incorrect labelling of the Shipment;
  - the Principal has not claimed any damage against the Service Provider within periods stipulated by these GT&C or without presenting appropriate documents for complaint proceedings;
  - the damage is caused when handling, loading, storing or unloading the Shipment by the Shipper, Recipient or persons acting on behalf of the Shipper or the Recipient;
  - the damage is caused by the Principal, Shipper or Recipient of the Shipment;
  - goods that are subject to complete or partial loss or damage, particularly by breaking, rusting, perishability from inside, desiccation, leakage, normal decrease or by insects or rodents, in a natural state under their nature even if the characteristics of the Shipment (its nature) appeared first during transport or storage of the Shipment;
  - the damage is caused by a crime committed by a third party;
  - the Shipment transported was retained;
  - the damage is caused by pollution of the environment;
  - the damage is caused as a result of a legal fact about which the Principal knew or could have known in the time of confirmation of the Shipment Order;
  - the damage to the Shipment is caused in connection with a fact by which a legal regulation imposes a duty to take out liability insurance or prescribes that the insurance arises without taking out an insurance contract based on other facts;
  - the damage is caused when the Shipment is not in the possession of the Service Provider;
  - the damage is caused by circumstances of cybernetic nature.
3. If the Principal hands over the Shipment of a value higher than that stipulated in Art. I (2)(w) of the GT&C (Prohibited Goods) for transport without a written consent of the Service Provider, it is a material breach of the Shipment Contract and the Service Provider is not liable for damage caused to the Shipment.
4. In addition to the law, an obstacle which occurs independent of the will of an obligor and prevents from fulfilling obligations if it cannot be reasonably expected that the obligor averts or overcomes the obstacle or its results and also that the obligor anticipates the obstacle in the time of creation of the obligation is deemed circumstances excluding liability. In such situations, the Service Provider is entitled, but not obliged, to withdraw from the Shipment Contract even though the order has already been partially performed. However, the obligation of the Service Provider to protect the interests of the Principal still survives. In such situations, the Principal has the same right. If the Service Provider or the Principal withdraws from the Shipment Contract under the above-mentioned provisions, the Service Provider is entitled to reimbursement of expenses already incurred under the Shipment Contract or the Storage Contract.

## **XI. Termination of the Shipment Contract and Rights from Defective Performance**

1. The Parties are entitled to withdraw from the Shipment Contract in situations and manners stipulated by German law and these GT&C.

2. If the Shipment has been duly delivered to the Principal, he is not entitled to withdraw from the Shipment Contract.

3. **Complaint concerning the Shipment taken over from the Carrier.**

a. The Principal is obliged to ensure the Shipment to be thoroughly inspected when delivered to the Principal. In the event that the Principal discovers apparent defects of the Shipment (especially defects of the packaging, size of the Shipment, damage of the Shipment and the like), he is obliged to draw up a record of damage of the Shipment immediately upon the receipt of the Shipment. The Recipient have the record of damage confirmed by the Carrier and both the Recipient and the Carrier keep one original, the record will be made e.g. to a shipping document. Incompleteness of the Shipment, or other breach of the Shipment, are also deemed the damage to the Shipment. The Service Provider or the Carrier arranged for by the Service Provider must be given an option to verify in person the extent of damage and the damaged Shipment must be handled in accordance with the instructions of the Service Provider or the Carrier arranged for by the Service Provider. The Principal delivers a copy of the record of damage to the Service Provider no later than 1 business days after the receipt of the Shipment to the address [support@mailboxde.com](mailto:support@mailboxde.com) where the acceptance of his complaint will be retroactively confirmed.

b. In the event that the Shipment does not have an apparent defect which may be discovered upon receipt of the Shipment, the Recipient is obliged to draw up and deliver the record of damage no later than within 3 business days after receipt of the Shipment (and within 2 business days at any post office counter as for mail Shipments) to the address [support@mailboxde.com](mailto:support@mailboxde.com) where the acceptance of his complaint will be confirmed. If the complaint is not confirmed, the Recipient is obliged to inform the Service Provider about it by phone at the phone number +49 3583 8355148. **If the record of damage is not drawn up or the above-mentioned periods expire, the Service Provider is not liable for damage to the Shipment.**

c. The Service Provider asserts possible claims of the Principal against the Carrier in his own name. When asserting these claims against the Carrier arranged, the Principal undertakes to cooperate, particularly to provide documents relating to the Shipment and its value as support documents for asserting claims against the Carrier. If the Principal fails to cooperate in a due manner when asserting claims against the Carrier, it is deemed a material breach of the Shipment Contract. The period for dealing with the claim of the Principal as well as its settlement are stipulated by the terms and conditions of the particular Carrier. The Service Provider is not liable for the course of such proceedings or for its result and is not liable for compensation of damage in the event that the Carrier does not recognize or compensate the damage.

4. **Defect of the Shipment in the Logistics Warehouse.**

a. If the Shipment delivered to the Logistic Warehouse is visibly damaged, the Service Provider will inform the Principal about such fact. Within 7 days of receipt of the Shipment, the Shipment (under the applicable law in the Federal Republic of Germany) may be subject to complaint filed with the Carrier through the Service Provider. The motion for commencement of complaint proceedings is filed by the Principal. The period for written notification of the damaged Shipment is 7 days also in the event that the damage of the

Shipment is not visible upon its receipt. If the Principal wishes to unpack and inspect the Shipment, the Service Provider may do that for consideration. The Service Provider does not recommend storing the Shipment for a long time due to a short complaint period that starts running from the date of delivery to the Logistics Warehouse.

5. **Exercise of a right from defective performance/ complaint against the Service Provider.**
  - a. The Principal is obliged to exercise the right to compensation of damage caused by arranged transport against the Service Provider no later than within 3 years of receipt of the Shipment by the Recipient.
  - b. When exercising the right to damages against the Service Provider, the Principal is obliged to demonstrate the extent of the damage caused in an unambiguous manner that does not raise any doubts by credible evidence and to determine its amount.
  - c. The Service Provider is obliged to decide on acceptance of the complaint within 3 business days of proper filing the complaint. The complaint must be resolved within 90 days.
  - d. If the transported Shipment contains an item, which is not new, the Service Provider is entitled, when providing damages, to base its decision on a usual price decreased by its wear and tear compared to a new item.
  - e. The rights from defective performance are governed by these GT&C and further applicable provisions of the German Civil Code (BGB) and the German Commercial Code (HGB), in case of a consumer by applicable provisions for consumer protection.
6. Detailed instructions for the complaint proceedings in particular situations that may occur throughout the provision of services are available at Mailboxde.com in the bookmark “All About Service”, in the section “[Warranty & Complaints](#)”.
7. If the Principal materially breaches the Shipment Contract, the Service Provider is entitled to unilaterally withdraw from the Shipment Contract. By the withdrawal of the contract, the Shipment Contract ceases to exist from the very beginning and the Parties are obliged to reimburse performance received in connection with the Shipment Contract. The withdrawal of the contract does not affect a claim of the Service Provider for a contractual penalty and damages. At the same time if the Service Provider discovers that the Principal has materially breached the Shipment Contract, the Service Provider may reject arranging for the transport without undue delay. The material breach of the contract means especially delivery of the Prohibited Goods and breach of Art. III par. 3, 4 of the GT&C and other breach of obligations stipulated herein.
8. If the Principal defaults on the payment of the price for shipment services for more than 14 days, the Service Provider is entitled to withdraw from the Shipment Contract.
9. The withdrawal of the Shipment Contract must be made in writing and comes into effect once a notification of withdrawal of the Shipment Contract is delivered to the other party.
10. The Service Provider hereby informs the consumer on the existence of out-of-court settlement of consumer complaints under Regulation (EU) No. 524/2013 of the European Parliament and

of the Council of 21 May 2013 on online dispute resolution for consumer disputes and amending Regulation (EC) No 2006/2004 and Directive 2009/22/EC (the “**Regulation on consumer ODR**”). Under the Regulation on consumer ODR, the European Commission established an online dispute resolution platform, which is available at <http://ec.europa.eu/consumers/odr/> and may be used by the consumer for the settlement of his complaints.

## **XII. Insurance of Shipments**

1. The Service Provider is obliged to arrange the insurance of the Shipment only under the instruction of the Principal specified in detail and confirmed in the Shipment Order (or in any other manner agreed in advance).
2. The instruction must contain the insured value of the Shipment based on a copy of a commercial invoice. The insured value is an invoiced price for the Shipment or the actual price for the Shipment demonstrated by another document.
3. Insurance rates for individual types of transport are dependent on the type of goods and individual territories according to the rate book of carriers or insurance company.
4. The Shipment is deemed insured once the Service Provider delivers a confirmation of insurance of the Shipment to the Principal. As for the Shipments with the insured value of up to EUR 2,000, which must be insured according to a written instruction of the Principal, the Service Provider does not send a separate confirmation of their insurance; however, sending the Shipment itself is deemed confirmation of the insurance.

## **XIII. Verification of the Principal**

1. The Service Provider is entitled to require, after registration or before sending the Shipment, a scanned copy of a power of attorney for receiving the Shipments (Postvollmacht) in order to duly verify the Service Provider upon delivery of the Shipment.
2. The Service Provider recommends the Principal to send (upload) the power of attorney after registration at Mailboxde.com for a situation where the Shipper states an incorrect address (e.g. without the name of Mailboxde.com GmbH). The Principal is delivered with the correct form of the address by e-mail, confirming his registration at Mailboxde.com. The Shipments with the incorrect address may be suspended by the Carrier or the Carrier or a supervisory body may require delivery of the power of attorney (retroactively after delivery).
3. **For full identity verification required to send consignments, one of the following conditions must be met:**
  - a) **Completion of electronic identity verification via the Veriff service** (upload of an identity document and a short video);
  - b) **or at least one top-up of the shipping credit by EU bank transfer**, where the name or company name of the account holder indicated in the transfer is verified against the Customer.

**Note:**

Identity verification is required under the laws of the Federal Republic of Germany (in particular the Postal Act – PostG, the Anti-Money Laundering Act – GwG, and the Union Customs Code – UZK) and is carried out by Mailboxde.com GmbH as the holder of a postal license. Detailed information can be found in the Privacy Policy and on the page [Why Is Identity Verification Required](#).

## **XIV. Protection of Personal Data**

1. The Service Provider bears no liability for misuse of the user account by a third party.
2. Detailed regulation of the protection of personal data is available at Mailboxde.com in the bookmark “All About Service” in the section “Privacy Policy”.

## **XV. Final Provisions**

1. Legal relations between the Parties expressly not regulated by the Storage Contract, Shipment Contract, these GT&C or any other contract concluded between the Parties are governed by relevant provisions of international and German law.
2. The Parties make the effort to resolve all disputes arising from the Storage Contract or Shipment Contract amicably.
3. The Principal waives the right to require the Storage Contract or the Shipment Contract to be cancelled and restored in the original state because of potential disproportionate shortening and concurrently represents that he accepts the performance under the Storage Contract for the agreed Remuneration and the Principal represents that he does not deem the amount of the Remuneration grossly disproportionate to the consideration provided.
4. The Principal assumes the risk of change in circumstances if after conclusion of the Storage Contract or the Shipment Contract they could change to the extent that the performance under the Storage Contract or the Shipment Contract becomes more difficult for him.
5. The Principal gives the Principal consent to collection, storage and processing of personal data provided by the Principal to the Service Provider for the below-mentioned purpose. The Principal gives the consent in relation to all data provided in contracts and associated documents and during communication between the Parties throughout 10 (ten) years of the day of giving the consent, at least throughout the duration of the contractual relationship between the Parties. The Principal represents that all data provided by him are accurate and truthful and are provided voluntarily. The Service Provider collects, stores and processes all the personal data of the Principal in order to offer transportation, shipment and related services. The Service Provider will collect, store and process all the data also for the purposes of sending commercial messages to the Principal or persons by electronic means until the Service Provider is informed that the Principal does not wish to receive the commercial messages from the Service Provider, maximum for 10 (ten) years. The Principal agrees that the Service Provider may assign other personal data to the data already provided. The Service Provider may use the summarized data about the Principal for statistical purposes for internal needs of the Service Provider. The

Service Provider represents that he will collect the personal data of the Principal to the extent necessary for the fulfilment of the specific purpose and process them only in accordance with the purpose for which they have been collected.

6. If any provision of these GT&C contradicts to valid and effective legislation of the Federal Republic of Germany or international norms, then such legislation applies which does not affect the applicability of other provisions of these GT&C or applicability of these GT&C as a whole. The Parties expressly represent that the provisions of these GT&C that deviate from the law are agreed in this manner knowingly differently and at the same time they represent that according to their good faith and belief, such different provisions are not contrary to good morals, do not breach public order or a right relating to position of persons, including the right to protection of personality and are agreed honestly.
7. The Service Provider is entitled to make changes to the GT&C and is obliged to publish the new version of the GT&C on his website Mailboxde.com no later than 14 (fourteen) days before they come into effect. The publishing means notification of the new version of the general terms and conditions to the Principal who entered into the Storage Contract before the new general terms and conditions come into effect and who is to be provided with the Services first. The Principal is entitled to reject in writing the new version of the general terms and conditions within 30 days. The Principal undertakes to keep monitoring the website of the Service Provider and apprise himself of its up-to-date text, including these GT&C.
8. General Information according to Section 36 of the German Law about alternative dispute resolution (VSBG): the Service Provider will not participate in any dispute resolution process according to the VSBG.