

General Terms and Conditions of General Logistics Systems Belgium NV/S.A. (hereinafter referred to as "GLS") for the online marketing (hereinafter referred to as "GLS One")

1. Application

- 1.1 These General Terms and Conditions (GTC) shall apply to all activities of GLS in connection with GLS One, in particular the collection, the dispatch, transshipment and transport of parcels within Belgium and international. Additionally the guideline for occasional senders shall apply (see: <https://gls-group.com/BF/en/shipping/occasional-shipment>).
- 1.2 If in an individual case mandatory legal regulations, e. g. of the German Commercial Code (HGB) or for cross-border transports the Convention on the Contract for the International Carriage of Goods by Road (CMR), the Montreal Convention or the Warsaw Convention each as amended from time to time provide otherwise, these legal regulations shall apply primarily. The application of the Belgium Freight Forwarders' Standard Terms and Conditions (ADSp) is excluded.
- 1.3 The current GTC are deemed to be accepted by the sender and the consignee (warranted by the sender), even when these are in contradiction with his own general terms and conditions.
- 1.4. Insofar as these terms and conditions have also been drawn up in a language other than Dutch, the Dutch text shall always be decisive in the event of differences.

2. Conclusion of contract, fees

- 2.1 GLS One gives the sender the opportunity to generate parcel labels on its own and to either assign GLS with the pick-up of the parcel or to consign the parcel at a GLS Parcel Shop. It is possible to assign several parcels at the same time.
- 2.2 The current GLS One fees and surcharges at the time of the ordering (accessible on gls-one.eu) shall apply. The fees and surcharges have to be paid during the order process. GLS accepts payments via PayPal, Bancontact, Payconiq as well as VISA and MasterCard credit cards. Payment can be made via our secure check out pages using your credit or debit card. Your card will be debited at the moment you place your order and receive confirmation. In case of credit card payment, the transaction description in the credit card billing will show the entry www.gls-one.eu.
- 2.3 The contract shall come into effect only after the payment transaction is completed.
- 2.4 After ordering the sender can print the receipt as well as the parcel label for the ordered parcel. Furthermore an automatic confirmation email will be sent to the sender's email account that contains the essential provisions of the contract and the GTC including the instruction on the right of revocation.
- 2.5 Through the GLS One website the sender can request an invoice for sending the parcels: http://services.gls-belgium.com/calendar/GLS-ONE_AanvraagFactuur-DemandeDeFacture.xlsx.

3. Right of Revocation Notification

- 3.1 If you conclude the contract as a consumer, you have the following right of revocation.
- 3.2 Right of Revocation
You have the right to revoke this contract within 14 days without giving any reason. The revocation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of revocation, you must inform us (GLS Belgium NV, Humaniteitslaan 233, 1620 Drogenbos, phone: +32 2 55 66 333, mail@gls-one.be) of your decision to revoke this contract by an unequivocal statement (e. g. a letter sent by post, fax or email). You may use the revocation form available at https://gls-one.be/BF/en/GLS-ONE_revocationform_BE.pdf but it is not obligatory. To meet the revocation deadline, it is sufficient for you to send your communication concerning your exercise of the right of revocation before the revocation period has expired.
- 3.3 Consequences of Revocation
If you revoke this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to revoke this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the revocation period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your revocation of this contract, in comparison with the full coverage of the contract.

4. Scope of service

- 4.1 GLS as a mass parcel provider carries out parcel transportations. A transportation as economical and fast as possible is achieved by standardised operations. The parcels are transported as consolidated shipment and sorted within the depots and reloading points with automatic conveyers. The parcels 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 upon delivery to the consignee. Date and time are registered. Further interface documentation is not carried out.
- 4.2 GLS is not committed to conduct examinations or to execute measures for the conservation or improvement of the goods and its packing.
- 4.3 Instructions which have been issued by the sender after handing over of a parcel need not be complied.

- 4.4 The pick-up of parcels as well as the receipt of the parcels in the Parcel Shop will be acknowledged by the handing over of document of receipt provided by GLS.
- 4.5 The delivery of parcels which arrive on time at the outbound depot is generally carried out on working days except Saturdays within Belgium within 24 hours (estimated time of delivery). Compliance with the estimated time of delivery is neither assured nor guaranteed.
- 4.5.1 Delivery can be carried out at commercial consignees at the goods receiving department. The delivery at P.O. boxes or similar special addresses shall be excluded.
- 4.5.2 In the interest of a parcel delivery as fast as possible, parcels may, if the consignee is not met in person at the first delivery attempt, be handed over to a person present in the flat or shop of the consignee or, if this should not be possible, to a neighbour of the consignee, if with respect to the specific circumstances it is to be assumed that such person is entitled to accept the parcel. Neighbour shall be defined as a person who lives or works in the same or next building. If this should not be possible, parcels may be dropped off at a GLS Parcel Shop in the vicinity for collection by the consignee. The consignee will be notified.
- 4.5.3 When a parcel is delivered, the person accepting the parcel confirms the receipt on the handheld scanner or as the case may be in an individual case on the delivery note list. The digitally available signature is used as proof of delivery. In case of **FlexDeliveryService**, an e-mail to the consignee with the confirmation that delivery occurred according to the instructions given is sufficient as proof of delivery.
- 4.5.4 In case the consignee or the sender granted GLS a permission to deposit the parcel at the place indicated (when nobody is present, the parcel is deemed to be delivered when deposited. Regarding these goods no claim can be introduced.
- 4.5.5 In case of shipment via a Parcel Locker, GLS's responsibility starts with the pick-up of the goods by the driver. When GLS delivers the goods in a Parcel Locker, GLS's responsibility ends with the delivery of the goods in the Parcel Locker. When the consignee picks up the goods in a Parcel Locker, the introduction of the unique code is taken as proof of reception and acceptance of the goods. The sender takes into account the dimensions of the Parcel Locker.
- 4.6 For the time of their duration, performance hindrances which are not attributable to GLS, relieve GLS from all obligations whose completion was made impossible through these.
- 4.7 If parcels cannot be delivered in the manner set forth in clauses 4.5.1 to 4.5.5 to the consignee or to any other person in clause 4.5.2 or dropped off at a GLS Parcel Shop and also cannot be returned to the sender because he can still not be determined or he refuses to take back the parcel, GLS shall be entitled to exploit the parcels after a 90-day period. The period begins at the time undeliverability is ascertained. Parcels which cannot be exploited may be destroyed by GLS.

5. Transportation exclusions (Prohibited Goods)

- The goods and parcels listed below shall be excluded from transportation by GLS:
- 5.1
 - Parcels whose value exceeds € 5.000;
 - Goods which are insufficiently or not customarily packed; computers (desktops, towers, notebooks) as well as monitors have to be packed in an original packing which is suitable for transport;
 - Goods which require special handling (e. g. being particularly fragile or have to be transported upright or only lying on a certain side);
 - Perishable or temperature sensitive goods, remains, live animals;
 - Precious metals and stones, jewellery and genuine pearls, objects of art, collector's items, antiques;
 - Other goods of value (e. g. watches) with a value of more than € 500 per parcel;
 - Goods which possess a low value themselves but whose damage or loss could cause high consequential damages (e. g. volumes with sensitive data);
 - Phone cards and pre-paid cards (e. g. for mobile phones);
 - Money and documents with monetary value (e. g. securities, acceptance bills, savings books);
 - Firearms and essential weapon parts as well as ammunition;
 - Hazardous goods of all kinds and waste;
 - Parcels whose dispatch or would violate applicable laws and regulations; these include parcels whose content violates legal provisions on the protection of intellectual property including forged or unlicensed copies of goods (counterfeiting);
 - The consignor is not allowed to offer shipments to GLS that contain goods whose shipment is prohibited, e.g. because of their contents, the intended recipient c.q. the consignee or because of the country of dispatch or receipt. The consignor must ensure which behaviours are prohibited or punishable by consulting the relevant laws and regulations and must do so on an ongoing basis so that the consignor is kept informed of any relevant changes. Relevant laws and regulations include any laws, regulations or directives that impose 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 EU member states or other laws and regulations whose nature is relevant and applicable.
 - Parcels classified as carriage forward;
 - Parcels with one of the following destinations:
 - outside the EU: all countries (customs destinations),
 - within the EU: Andorra, Ceuta, Gibraltar, Greece, Livigno, Malta, Melilla, San Marino, Cyprus, the city of Büsingen am Hochrhein (postcode D-78266), overseas territories and all European islands except German islands, Croatian islands and Republic of Ireland.

- 5.2 Furthermore, parcels shall be excluded from transportation which have a weight of more than 31.5 kg, a combined length and girth of more than 3 m, a length of more than 2 m, a height of more than 0.6 m or a width of more than 0.8 m.
- 5.3 Additionally excluded shall be:
- 5.3.1 from transportation abroad:
- tobacco products and liquors,
 - personal goods,
 - tyres, if Sweden is the destination country.
- 5.3.2 from airfreight:
- prohibited articles according to the regulation (EC) No 300/2008 of 11th March 2008 and its implementing rules as amended from time to time.
- 5.4 The sender is obliged to control the compliance with the transportation exclusions before consignment of parcels. GLS exclusively accepts closed parcels for transportation. Upon suspicion of such exclusions and in statutorily permitted exceptional situations GLS shall be entitled to open and to check the parcels.
- 5.5 If the sender assigns GLS with the transport of parcels, whose transport is prohibited according to clauses 5.1 to 5.3 and without prior written approval of GLS, the sender shall be liable in accordance with the legal provisions for all claims, costs and expenses, including but not limited to expenses for appropriate measures in order to eliminate or avoid danger (e. g. securing, intermediate storage, return, disposal, cleaning, etc.) suffered by GLS or third parties which result from the assignment contrary to the transport exclusions. Nevertheless in case of violation against clause 5.2 GLS shall be entitled to carry out the transportation and to demand a general reimbursement of expenses in the lump sum of € 50. The sender is explicitly allowed to verify that the expenses were not incurred, or that they were significantly less than the lump sum stated above. GLS reserves the right for evidence of higher expenses.
- 5.6 Individual labels or signs which are affixed to a parcel and which indicate a composition according to clauses 5.1 to 5.3 shall, not be sufficient to alert GLS to a consignment contrary to a transportation exclusion. Consent of a carrier or its agents or a tacit acceptance of a parcel does not represent approval of GLS.
- 5.7 If a parcel which is excluded from transportation is refused at the time of pick-up of the parcel in a Parcel Shop or is later returned to the sender for this reason, GLS reimburses the sender the transportation fees.
- 6. Sender's Obligations**
- 6.1 The sender shall affix to the parcel the parcel label individually generated via GLS One. The sender shall ensure that the hard- and software necessary for the completion of the ordering and the printing of the parcel label is available and fully functional. The sender shall be liable for the consequences of any errors with respect to parcel label printing. The sender shall ensure, when handing over the parcel that only one undamaged parcel label is attached to the largest side of the parcel and is easily visible. Used parcel labels, addresses or miscellaneous old signs must be removed. The sender shall be responsible that the data of the parcel actually handed over to GLS agree with the data of the individually generated parcel label.
- 6.2 If the sender does not comply with his obligations according to clause 6.1 GLS is at its discretion entitled to unload, to store, to secure or to return the parcel without the need for indemnifying the sender and the sender is liable for any expenses or costs due to this action. In case of transports to other EU countries the sender has the obligation to ensure that all necessary documentation needed for VAT tax exemption for intra-community transports is fulfilled.
- 6.3 All dispatches identified with the parcel label individually generated for the sender shall be attributed to the sender. The sender is obliged to inform GLS immediately in case of fraudulent use of his GLS-ONE-account. In case of fraudulent use or other use in breach of the contract GLS shall be entitled to block the sender's GLS One-account. The sender shall be liable for all damages due to fraudulent use of his GLS One-account as far as he is responsible for it.
- 6.4 The sender is responsible for all taxes and customs regarding the goods. The sender is responsible for a proper, and with regard to the scope of service, sufficient inner and outer packaging, which withstands the strain of transport, whereby the packaging must ensure that on the one hand the goods themselves are protected against loss and damage and that on the other hand persons carrying out the transportation and other parcels transported are not endangered. The packaging must in particular ensure that an access to the parcel's content is not possible without leaving a clear trace on the outside of the parcel. The GLS packaging guidelines will assist the sender in this matter (see: https://www.gls-one.be/BF/en/GLS-ONE_shipping-guidelines_BE.pdf).
- 7. Liability**
- 7.1 GLS is liable for loss or damage of parcels up to the amount of 8.33 Special Drawing Rights (SDR) of the International Monetary Fund per kg of the parcel's gross weight.
- GLS is not liable for consequential damages or loss, e. g. losses of a purely commercial nature like loss of turnover or earnings, without this list being exhaustive. Additionally, liability for delay in airfreight completion is excluded.
- 7.2 For international transports the regulations of the CMR, the Montreal Convention or the Warsaw Convention may apply.
- 7.3 If the sender takes out no transport insurance, GLS compensates the value of the goods beyond the limitation of liability according to clause 7.1, sentence 1, and clause 7.2 up to an amount limited to:
- the purchase price or
 - for second-hand goods the current value or
 - for goods dispatched on occasion of an auction the auction price depending on which amount is the lowest in the individual case, however limited up to the amount of € 750 per parcel.
- In case the content of parcel cannot be demonstrated by means of the purchase or selling invoices article 7.1, first sentence shall apply.
- 7.4. Claims for an amount below 50 EUR are not accepted.
- 8. Exclusion of further claims of the sender**
- The passing on of fines to GLS, which the sender is obliged to pay to third parties, is excluded.
- 9. Privacy and processing of personal data**
- 9.1 GLS takes data protection seriously. GLS processes personal data provided in the context of the agreement for the execution of the agreement and for the proper provision of services. GLS processes personal data in accordance with the General Data Protection Regulation. In this context GLS has drawn up a privacy statement, which can be found on its website. This privacy statement forms an integral part of these GTC.
- 9.2 The personal data processed by GLS shall be kept as long as they are necessary for the processing purposes elaborated in the privacy statement and no longer than legally permitted.
- 9.3 The Sender is also obliged to process personal data in a proper and careful manner and to comply with the applicable privacy laws and regulations.
- 9.4 In the event of requests and/or complaints from data subjects and/or supervisory authorities, in the event of discovery of a possible breach in connection with personal data ("data breach") or in the event of obligations to share personal data with third parties and/or obligations otherwise in the context of privacy, the Sender shall, if these matters also concern GLS, inform GLS of this as soon as possible, but no later than 36 hours.
- 9.5 The Sender shall inform consignees of the transfer of their personal data and shall indemnify GLS against all claims, fines and/or costs arising from the Sender's failure to comply with applicable privacy laws and regulations.
- 10. Severability / Jurisdiction**
- 10.1 If any provision of these GTC should be invalid or non-enforceable, this shall not affect the validity and enforceability of the remaining provisions.
- 10.2 All agreements under these GTC shall be governed by Belgian law. Disputes that might arise from these agreements shall only be submitted to the competent courts of Brussels. GLS may also, if it so wishes, petition any other competent court in order to take cognizance of the dispute.
- 10.3 Information on Online Dispute Resolution for consumers: The EU commission will set up an online platform for the online-resolution of disputes ("ODR-platform") in the first quarter of 2016. This platform shall serve as a contact point for extrajudicial resolutions of disputes concerning contractual obligations, arising from online sales or services agreements. The ODR-platform will be accessible under the following link: <http://ec.europa.eu/consumers/odr>. E-mail address GLS: mail@glS-one.be
- 10.4 When the sender has completed the internal complaints procedure and when he is not satisfied with the answer of GLS, the possibility exists for the sender to address the Ombudsman of the Postal Sector.

Status as of: January 2023

- This translation of the GTC is made for convenience reasons only. For all disputes arising from or in conjunction with the GTC of GLS Belgium, only the text of the corresponding Dutch version of the GTC of GLS Belgium shall be legally binding. -