

JUST FOR INFORMATION THE GERMAN VERSION IS VALID!

General Terms and Conditions for MBE Center in Germany (valid from May 2018)

Mail Boxes Etc. 0215
Lippl Business Services GmbH
Erich-Ollenhauer-Str. 24
DE-85221 Dachau

Application

(1) These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all current and future business relations and the services listed in these GTC (hereinafter referred to as "Contract contact") between the entrepreneur operating the MBE Center (hereinafter referred to as "MBE Center") as well as to consumers and entrepreneurs within the meaning of §§ 13, 14 BGB (German Civil Code) (hereinafter referred to as "Customer") unless otherwise agreed upon below.

(2) The MBE Centers are operated by independent companies, which operate through a franchise agreement under the brand name of "MBE" and "Mail Boxes Etc." The contracting party of the customer is not MBE Deutschland GmbH (hereinafter referred to as "MBE Deutschland"), as a franchisor for Germany, but rather the franchisee, i.e. the assigned MBE Center.

(3) The GTC and the contract content also include all subsidiary clauses, such as advertisements, price lists, offers and operating instructions in the MBE Center, which are related to the respective business relationship. If forms of the MBE Center are to be used when servicing the MBE Center, their contents shall also be regarded as contract content.

(4) The validity of individual provisions of these GTC may only be limited or overridden by cogent law or in individual cases by means of a separate written agreement with the customer.

(5) Non-contractual content shall be the customer's GTC, which is hereby expressly rejected and the customer hereby waives their validity. This also applies to knowledge of the same and permanent business relationship between the MBE Center and the customer. The customer's GTC are valid only with the express written consent of the MBE Center. In case of contradictions of the customer's GTC with those of the MBE Center, these shall only be subsidiary to the GTC of the MBE Center. The content of the customer's forms is only valid in the case of - their explicit written approval by the MBE Center and only for the individual case and only subsidiary to these GTC.

(6) These GTC are available in the premises of the MBE Center for inspection, information and taking possession of for the customer or have been previously communicated to the customer in the case of orders not placed in the MBE Center. With the submission of the order to the MBE Center by the customer, he explicitly confirms and affirms the knowledge of the GTC and its validity for the contract content. Modifications or additions to the terms of service as well as these GTC after the assignment are reserved and shall remain effective if they are made known to the customer.

(7) Within the scope of ongoing business relations between the MBE Center and the customer, these GTC shall be valid as amended as soon as the customer has had the opportunity to inspect, acquaint himself with or take possession of these GTC. Changes or additions to these GTC shall be reserved and effective if the customer has been notified of them.

2. Conclusion of Contract / Placement of Order

(1) The offers of the MBE Center are non-binding and free. (2) The placing of orders for the provision of services offered by the MBE Center and the purchase of goods can be made verbally or in writing. The rental of mailboxes must be made in writing.

(3) By placing the order, the customer declares bindingly the will to acquire the goods in accordance with these GTC and/or that the MBE Center shall provide the service in accordance with these GTC.

3. Services, prices, place of performance, time of performance

(1) For the provision of all services as well as for the sale of goods of the MBE Center, the prices in the price lists and/or offers of the MBE Center shall apply.

(2) If the extent of an order of the customer exceeds the original offer, his order is deemed accepted by the MBE Center once the order is executed. In this case, the MBE Center may charge additional expenses on the basis of the prices of the original offer and the customer waives his right of withdrawal. If an order of the customer falls short of the scope of the original offer, the MBE Center has the choice to carry out the order under deduction of the saved expense on the basis of the prices of the original offer or to withdraw from the order without the customer incurring any claims from this withdrawal MBE Center.

(3) The prices quoted are binding as of the date of the order, provided that the instructions for order remain unchanged. The customer hereby agrees to the additional costs of the MBE Center, if they have been caused by altered instructions for order, which have arisen in the sphere of the customer. The prices quoted refer to consumers always include the statutory value-added tax or turnover tax, but not to entrepreneurs.

(4) Objections to a deviation of the contents of an order confirmation of the MBE Center from the customer's order must be raised immediately, at the latest within three working days after receipt of the order confirmation, - otherwise the contents of the order confirmation are considered as agreed.

(5) The place of fulfillment for the delivery of the goods acquired by the MBE Center as well as for the provisions and other services commissioned is the headquarters of the MBE Center to which the order has been placed.

(6) Fixed delivery times of goods or the provision of services - by the MBE Center are only binding if this has been expressly agreed in writing.

(7) If the customer does not pick up his ordered goods within a reasonable time, the MBE Center is entitled after three days to put them into storage at the customer's risk and expense.

4. Offset printing, digital printing and copying services

(1) The MBE Center organizes the production of all offset digital printing and copying orders on the basis of the original presentation presented by the customer or the data provided by the customer on data carriers or via data transmission. At the request and expense of the customer, the MBE Center will first create a sample print, which shall be taken by the customer. If the customer accepted the sample print or with a request for change, the order shall be carried out by the MBE Center on the basis of the sample print and any changes that may be required. The MBE Center and the customer agree that, for technical reasons, there may be discrepancies between the colors, designs, images, etc., which are defined in the customer's file, and the printouts. Documents that are not provided are replaced by similar ones. There-fore the MBE Center and the customer agree that font and minor color deviations, for example, in the color brilliance or clearness or significant deviations in color print reproductions with respect to prints are technically and physically conditional by contrasting prints and cover deviations for front and back prints up to +/- 1.5mm, as well as additional or short deliveries up to 10 % without entitlement to complaints and price reduction must be accepted.

(2) Deviations in the used printing material shall be accepted by the customer, to the extent they are within the limits of the fluctuations known in paper production

(3) The costs of design and printing as well as the cost of final artworks shall be invoiced separately to the customer and shall not be included in the delivery price. This also applies to special requests which go beyond the usual framework (for example, creating patterns, doing the printing work, etc.). Custom patterns and designs made at the customer's request shall remain the property of the MBE Center, even if the customer's costs are offset

(4) If the customer does not wish to create a sample print or control template in digital form, the MBE Center shall use such data or print templates without further testing. Any liability for the color, pictorial and written execution and design of the end product shall be excluded in this case. The same applies to deviations which are technically caused by the printing method used or by the data or materials provided by the customer (e.g. the paper to be used)

(5) The MBE Center is not liable for errors in the form and content of the print data or for transmission errors.

(6) The customer shall bear the costs for each transfer of his data. If the MBE Center requests further documents and information from the customer and if he late in doing so, the service shall be provided by the MBE Center using the available documentation and information to the furthest extent possible. These services are to be taken over by the customer without claim for complaints and price reductions. (7) The customer shall not be in breach of the applicable laws when using offset printing, digital printing and copying services. In particular, he shall ensure that the content he disseminates does not violate the rights of third parties (e.g. copyrights, patents, trademarks or other proprietary rights), complies with the applicable criminal and anti-child protection regulations and in particular that he does not disseminate racist, pornographic, obscene, insulting or inappropriate content for minors will. He shall also undertake to respect the privacy of third parties, not to disseminate any unsolicited mailings or unsolicited commercials. If the MBE Center is used by a third party, the customer shall be obliged to release the MBE Center from all claims of third parties and to indemnify and keep them harmless.

5. Fax service

(1) Incoming faxes are not checked by the MBE Center for their content. Liability by the MBE Center for damages or other consequences as a result of non-timely notice of the content or non-timely collection of the fax by the customer is excluded.

(2) Received phone calls will be kept by the MBE Center for 30 days after receipt. During this period, the customer can either pick up the faxes or order the MBE Center to forward faxes to the customer at their risk and expense. If the customer does not react within the 30 days, the MBE Center is entitled to destroy the faxes if the MBE Center requests the customer to do so with a time limit of 8 days by fax or e-mail in writing and the customer lets this period elapse.

(3) If the MBE Center sends faxes on behalf of the customer, it cannot ensure that the fax will reach the recipient, is legible and complete. The MBE Center is not obliged to inform the recipient separately, e.g. by telephone, that a fax has been sent to him.

6. Computer service

(1) The customer shall be liable to the MBE Center for all damages resulting from an infection of computers of the MBE Center due to the use of virus-infected files of the customer, whether the customer is aware of this contamination or not and is at fault.

(2) Damage to the EDP systems and the software of the MBE Center caused by data and/or files sent by the customer, data carriers made available or incorrect operation, or incorrect self-service operation caused by the customer, shall be immediately repaired by the customer. (3) In particular, the customer is not infringing against applicable law when using the computer service. In particular, he shall ensure that the content he disseminates does not violate the rights of third parties (e.g. copyrights, patents, trademarks or other proprietary rights), complies with the applicable criminal and anti-child protection regulations and in particular that he does not disseminate racist, pornographic, obscene, insulting or inappropriate content for minors will. He shall also undertake to respect the privacy of third parties, not to disseminate any unsolicited mailings or unsolicited commercials and to discontinue anything that could jeopardize or compromise the performance and availability of the computer service provided by the MBE Center.

(4) The customer shall indemnify and hold the MBE Center harmless from and against all claims of third parties, based on the data and/or files sent or received via computers of the MBE Center.

(5) When using the EDP services of the MBE the customer is aware that technical data processing systems, computers and their programs cannot be operated completely without faults according to the current state of the art and must be maintained in a timely manner. If, due to technical faults or maintenance work on which the MBE Center itself has no influence, messages from the customer are not forwarded in a timely manner, corrupted or shortened, and this temporary interruption or restriction has its causes in disruptions or maintenance work that are not representative of work carried out by MBE Center, e.g. force majeure or overloading of Internet access, liability of the MBE Center shall be excluded.

7. Post box service

These GTC also apply to mailbox rental agreements, unless these provisions conflict with the provisions of the postal service leasing agreements, the provisions of the postal service leasing agreements shall prevail.

8. Mailing service

The mailing order usually includes preparation of serial letters, printing, packing, addressing, sorting, folding, enveloping, franking and sorting by postal code. The MBE Center is not obliged to check the delivered addresses/files and the material for their completeness, correctness, usability and the number of pieces. The customer alone is responsible for the fact that the form and contents of the material provided do not violate statutory provisions. The MBE Center is not obligated to check compliance with the respective weight limits for the use of certain portfolios or the applicable postal regulations before postal delivery. Supernumerary materials shall be returned "unfreely" only at the explicit request of the customer. The MBE Center is entitled to dispose of surplus material which has not been returned one month after the order has been executed. Delivery of the letter sent by the MBE Center to a mail dispatcher (hereinafter "delivery service") is not covered by the mailing order. The delivery service is provided by the MBE Center only in the case of a special assignment of the customer (hereinafter "delivery order"). In this case the MBE Center is exclusively subject to the customer's specifications. This applies in particular to the time and scope of the delivery service. The customer is entitled to revoke or restrict the delivery order at any time.

9. Shipping and courier service

(1) In the case of dispatch or courier services carried out by the MBE Center itself or by a third party, special conditions of carriage apply in addition to these GTC. This may include, in particular, the conditions of carriage of the third party. In the case of inconsistencies between the terms and conditions of carriage and these GTC, the terms and conditions of carriage shall apply.

(2) The customer is obliged to pack the goods to be shipped in a transport-appropriate manner. The MBE Center is not obliged to check the transport stability of the packaging. If there is any doubt about the transportability of the packaging, the MBE Center is authorized to make transportable packaging chargeable. Liability of the MBE Center for defective packaging is excluded, however, if the customer has not explicitly indicated in writing special packaging requirements. The findings of the shipping company are decisive for the question of the transportability of the packaging unless the customer proves otherwise.

(3) Inadequately packaged packages, valuables (such as gold, precious metals, jewelry, watches, antiques, works of art, money, coins, certificates and valuables of all kinds, etc.) or securities (checks, exchangeable papers, or other collateral), packages whose contents could be dangerous or detrimental to persons, animals and other goods (such as e.g. dangerous goods), goods which are likely to be spoiled or rotten during transport, or bulky goods shall be excluded from carriage. The customer guarantees that he does not ship such goods and releases the MBE Center from any liability against third parties.

(4) The MBE Center is entitled to inspect consignments delivered for transport and to open them at its own discretion. In particular, the MBE Center is entitled to open consignments in a sample-by-sample manner in order to check whether a consignment corresponds to these and also to the GTCs of a third-party contractor. The MBE Center is entitled to reject the shipment at its own discretion. (5) At the request of the MBE Center, the customer will provide all necessary and useful information and documents for the dispatch and transport at any time and at short notice. The MBE Center is entitled to provide information on the package and on the accompanying business documents for dispatch without resulting in any claims for a specific transport or transport service for the customer. The customer shall only be entitled to certain delivery modalities, (e.g. mode of transport, personal exclusivity, etc.), if this has been agreed in writing with the MBE Center or has been expressly acknowledged by the MBE Center in writing.

(6) The customer is solely liable for the correctness and completeness of the data submitted by him for the dispatch of the goods and shall release the MBE Center with regard to all claims of third parties and shall indemnify and hold it harmless resulting from incorrect and/or incomplete data of the customer and the corresponding transport. The Customer shall also indemnify the MBE Center and hold it harmless against all claims by third parties if the consignee refuses to accept and/or deliver the consignment, if the consignment cannot be found or has been incorrectly and incompletely designated. (7) If the MBE Center is unable to deliver a package to the addressee in accordance with the GTC of carriage of the MBE Center or with the general terms of transportation of the MBE Center, the MBE Center shall be entitled, at its discretion, to return the package at the customer's expense or reimburse it to the customer (including any additional costs incurred). The MBE Center may not arbitrarily exercise its foregoing rights. The customer undertakes to provide the necessary information and documents at the request of the MBE Center.

(8) The customer notes with approval that subcontractors of the MBE Center particularly restrict their liability for delays during transport or in the event of loss or damage to the goods to be transported. These restrictions also apply as contract content of the customer's order with the MBE Center and claims of the customer are limited in total to the amount of the MBE Center's claim against the customer from the underlying contract.

(9) In cases where the MBE Center complies with reasonable instructions from control authorities, the MBE Center shall not be held liable to the customer, even if the corresponding instructions do not appear to be compatible with the applicable regulations.

(10) The customer ensures that the transport of special goods does not require any special handling during transport that goes beyond the usual handling and care at MBE Center. Special goods are handled within the MBE Center System like other packages (for example there is no separation from other goods, transport can be delayed, packaging can be stored on the floor or outside). Damage caused by the normal and regular transport or loading shall in no way constitute any warranty or compensation claims against the MBE Center.

(11) The MBE Center is hereby authorized to carry out customs clearance on behalf of the customer or to have it performed by a third party. Regardless of this, compliance with customs regulations is solely the customer's concern. The Customer will reimburse the MBE Center, at its request, for any costs, duties and charges incurred in connection with the customs clearance or, upon request, a sufficient advance on the MBE Center. Unless explicitly requested by the Customer, the MBE Center will not pay duty on consignments whose consignment location and destination are in the same customs territory. The MBE Center assumes no responsibility for the exemption from customs duties of any consignment.

(12) The MBE Center shall not undertake any special measures to protect perishable goods against heat or cold. Such goods shall be transported at the sole risk of the customer. The MBE Center reserves the right to dispose of corrupt goods.

(13) The customer guarantees that no dangerous goods shall be dispatched, unless the parties have concluded a special written agreement.

(14) If a money-back guarantee has been given, this shall particularly not apply if a delay is due to an act of the duty.

10. Packaging service

The MBE Center shall pack goods and merchandise intended for transport in a separate order by the customer. For the packaging services to be provided, the MBE Center shall, at its own discretion, use customary, stress-tolerant packaging depending on the sensitivity of the packaging material. Liability of the MBE Center for defective packaging is excluded if the customer has not explicitly indicated in writing special packaging requirements.

11. Remuneration

(1) All payments, including postage and other payments that the MBE Center has to pay to the subcontractor, must be paid in cash and without any deduction for order placement, when the ordered goods are delivered or when the agreed services are provided to the MBE Center at the latest. The payment is due immediately when invoiced by the MBE Center. If an installment payment or partial payment is agreed for a demand of the MBE Center and the customer is in arrears with an installment or partial payment, the outstanding amount is due for immediate payment.

(2) In the event of any delay in payment, the Customer shall reimburse the MBE Center for costs, duties and fees for reminders and recovery of the claim. Otherwise, the statutory provisions shall apply.

(3) The customer has a right to offset only if his counterclaims have been legally established or recognized by the MBE Center.

(4) The customer can only exercise a right of retention if his counterclaim is based on the same contractual relationship.

12. Avoidance of risk

(1) If the customer is an entrepreneur, the risk of accidental loss and accidental deterioration of the goods is transferred to the customer when the goods are shipped, with the delivery of the goods to the freight forwarder, the freight carrier or the person or institution otherwise designated for the consignment. (2) If the customer is a consumer, the risk of accidental deterioration and the accidental deterioration of the goods sold will not be transferred to the customer until delivery of the goods. (3) The transfer shall be deemed equal if the customer is in default of acceptance. In addition, in the event of default in acceptance, the statutory provisions shall apply.

13. Reservation of ownership

(1) In the case of contracts with consumers, the MBE Center reserves the right to ownership of sold and, if applicable, delivered goods until the purchase price has been paid in full.

(2) In the case of contracts with entrepreneurs, the MBE Center reserves the right of sold and, if applicable, delivered goods until full settlement of all, including future claims from a current business relationship.

In any event, the extended retention of title shall be agreed upon, whereby the customer may resell the goods sold only in the ordinary course of business and subject to retention of title but may not pledge or surrender them for security. The customer hereby assigns all claims, including all ancillary rights of the customer from resale to the MBE Center for security. In any event, the customer shall note this assignment in his business documents to the knowledge of his business partners and shall refer to the retention of title accordingly.

14. Liability

(1) The MBE Center is only liable for material and property damage caused by a negligent breach of duty in the event of a breach of essential contractual obligations (cardinal obligations) but limited to the contract-typical damage foreseeable at the time the contract is concluded. In the case of shipping/mailling and courier services of the MBE Center, the liability for loss or damage is limited to proven direct damages up to a maximum of 510 EUR per consignment or 8.33 SDR for each kilogram, whichever is higher; In the case of partial losses or damage, the weight of the affected part of the consignment is taken as a basis.

(2) Any further liability for damages other than as set forth in the preceding paragraphs shall be excluded - without regard for the legal nature of the claim asserted. (3) The MBE Center assumes no liability whatsoever for any material which the customer attaches to the MBE Center. This material is at the risk and expense of the customer in the MBE Center. The MBE Center is not responsible for any loss or damage to the material. If requested, the customer has to retrieve these materials within a reasonable period, otherwise they can be outsourced at the expense of the customer.

(4) The aforementioned limitations of liability also apply to the legal representatives, employees and other fulfillment and/or legal aids of the MBE Center.

15. Warranty

(1) If the customer chooses the withdrawal from the contract due to a legal or material defect after failed supplementary performance, he is not entitled to compensation for the defect.

(2) If the customer chooses compensation after failed supplementary performance, the goods, the movable object to be produced or manufactured shall remain with the customer, if this is reasonable. The compensation shall be limited to the difference between the remuneration paid and the value of the defective item. This does not apply if the MBE Center has caused the breach of the contract fraudulently.

(3) For entrepreneurs, the warranty period is one year from delivery/transfer of the goods, for consumers two years from delivery/transfer of the goods.

(4) If the customer is an entrepreneur, only the product description of the manufacturer is deemed agreed as a condition of the goods. Furthermore, public statements, promotion or advertising by the manufacturer do not constitute a contractual specification of the quality of the goods.

(5) The customer is not granted any guarantees in the legal sense by the MBE Center unless a different agreement has been made in writing. Manufacturing guarantees remain unaffected.

16. Data protection / data exchange with third parties / right of objection

(1) Responsible for the processing of personal data within the meaning of the Basic Data Protection Ordinance (DSGVO: Datenschutzgrundverordnung) is: Lippil Business Services GmbH Dachau, Erich-Ollenhauer-Str. 24, 85221 Dachau, Email: info@mbe-dachau.de Phone: +49 (8131) 3799132.

(2) The data protection officer of the MBE Center is available to the customer for questions regarding the processing of his personal data at the address Erich-Ollenhauer-Str. 24, 85221 Dachau, Email: datenschutz@mbe-dachau.de Phone: +49 (8131) 3799132.

(3) The MBE Center processes personal data of the customer (in particular the information of the customer in connection with the contract) to order a transport and for the purpose of direct advertising and market research in accordance with the relevant provisions of data protection law (e.g. the Federal Data Protection Act (BDSG: Bundesdatenschutzgesetz), in particular § 31 BDSG) and on the basis of the Basic Data Protection Ordinance (DSGVO: Datenschutzgrundverordnung), in particular Art. 6 Para. 1 lit. b) and f). Profiles may be created and used to enable individual or group-specific advertising. The MBE Center also reserves the right to transmit personal data on claims against the customer to information or collection service providers if the requirements of § 31 BDSG, Art. 5 lit. b) or DSGVO are met.

(4) The customer's personal data will only be disclosed to the following recipients or categories of recipients within the scope of the purposes stated in Section 16.3:

Service providers (carriers such as UPS, DHL-Express, DPD, TNT, Fedex, SkyNet, forwarding agents) for the transport and invoicing of the order. This also applies to economically sensitive information within the meaning of § 50 EnWG.

Credit institutions and providers of payment services for the processing of payments. Service providers for operating the IT infrastructure structure, printing invoices and customer information letters, and destroying files/documents.

Public authorities in justified cases (e.g. social insurance carriers, tax authorities, police, public prosecutor's office, supervisory authorities).

Credit agencies and screening providers for credit information and credit risk assessment. Collection service providers and lawyers to collect claims, whereby we will inform you before the intended transfer.

(5) The customer's personal data shall be stored for as long as is necessary for the fulfilment of these purposes in order to carry out, invoice and comply with the statutory archiving and storage obligations (e.g. § 257 HGB, § 147 AO).

For the purpose of direct marketing and market research, the personal data of the customer will be stored as long as there is a predominant legal interest of the MBE Center in the processing in accordance with the relevant legal provisions.

Whether a user authorization no longer exists is regularly checked and if the authorization no longer applies, the data is no longer used.

(6) The customer has rights to information, correction, deletion, restriction of processing and data transfer towards the supplier in accordance with the relevant statutory provisions, in particular articles 15 to 20 DSGVO.

(7) The customer may at any time disagree to the processing of his data for the purposes of direct advertising and/or market research towards the MBE Center, this also applies in the case of email advertising; in addition, telephone advertising by the MBE Center only takes place with at least presumed consent of the customer pursuant to Section 7 (2) No. 2 UWG.

(8) The customer has the right to complain to the responsible supervisory authority if he is of the opinion that the processing of the data concerning him has not been carried out by the MBE Center in accordance with the DSGVO guidelines.

17. Final provisions

(1) The customer is aware that individual services are not supplied by the MBE Center itself, but by authorized third parties on behalf of the MBE Center (for example, offset printing, digital printing, shipping and courier services, etc.). The customer consents to the service provided by the third party and the auxiliary organizations assigned to it by the MBE Center. The GTC of the respective third party shall apply as contractual content mutatis mutandis to these GTC between the customer and the MBE Center, which the customer confirms and affirms with the order to the MBE Center. The respective GTC for the graphic arts and for services, which are attributable to the freight and forwarding business, the "ADSp" as amended, are subordinate to these GTC and any GTCs of the third party and apply between the customer and the MBE Center.

(2) Changes, additions to the business relationship of the customer and the MBE Center require written form and concern only the respective individual business case, unless otherwise agreed the written requirement also applies to the agreement on the departure of this preliminary formal requirement.

(3) German law shall apply to all legal relations of the Contracting Parties without the provisions of German Private International Law. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

(4) If the customer is a merchant, a legal person of public law or a public special fund, the exclusive jurisdiction for all disputes arising from this contract shall be the registered office of MBE Center to which the order has been placed. (5) Should any of the present or future provisions of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. In this case, the ineffective or impracticable provision shall be replaced by an effective and enforceable provision which comes closest to the control objectives pursued with the invalid or unenforceable provision. The same applies to the interpretation of contractual contents, which are not expressly regulated in these GTC and to the subsidiary provisions, and the fulfillment of any contractual gaps.

Status as of: May 2018