

General Terms and Conditions

MKB Global Mail & Freight GmbH

The following General Terms and Conditions shall apply to all services performed by us on your behalf unless a separate agreement deviating from these Terms and Conditions has been entered into with you and signed by a duly authorised representative of MKB Global Mail & Freight GmbH.

1. Scope of Application

These General Terms and Conditions ("GTC") apply to all services provided by MKB Global Mail & Freight GmbH, Hosnedlgasse 8, 1220 Vienna, Austria (hereinafter referred to as "Global Mail"), to its customers (hereinafter referred to as the "Customer"), unless expressly agreed otherwise in writing.

Any terms and conditions of the Customer that deviate from these GTC shall only apply if Global Mail has expressly agreed to their applicability in writing.

2. Conclusion of Contract

The presentation of products and services by Global Mail does not constitute a legally binding offer but an invitation to the Customer to submit an offer.

A contract shall only be concluded upon written order confirmation by Global Mail.

3. Services Provided by Global Mail

Global Mail reserves the right to amend or remove prices, services or service descriptions without prior notice and to introduce new prices, services or service descriptions. Errors and omissions excepted.

Global Mail shall be entitled to provide services itself or through third parties, in particular transport and shipping companies. The selection and appointment of such third parties shall be at Global Mail's discretion. Global Mail shall decide at its own discretion on the packaging and dispatch of shipments, including the division of shipments where appropriate and the selection of the transport companies and materials used.

If and to the extent that Global Mail is liable for services provided by a commissioned partner company, such liability shall be limited to the extent of the respective partner company's liability towards Global Mail.

The Customer shall be entitled to cancel orders that have already been submitted. Any services already performed in connection with such orders shall be invoiced to the Customer by Global Mail.

Global Mail reserves the right to refuse or terminate cooperation with a Customer at any time. The acceptance of individual orders shall likewise remain at Global Mail's discretion.

4. Shipping and Shipping Labels

For cross-border shipments, Global Mail uses the information provided by the Customer, including in particular product names, prices, weights and quantities.

This information is transmitted to the systems of the respective transport companies for customs clearance purposes.

Global Mail assumes no responsibility for the accuracy or completeness of the information provided by the Customer.

Shipping labels created for the Customer shall become chargeable upon creation.

If the Customer cancels a shipment, Global Mail will endeavour to cancel any shipping labels that have already been created.

If such cancellation is successful, the costs of the respective shipping label shall be credited or refunded to the Customer.

5. Excluded Shipments

Excluded from transportation are goods whose transportation is prohibited under applicable transport or postal agreements, regulations of international air transport organisations or other relevant associations, as well as goods which, at Global Mail's discretion, cannot be transported safely or whose transportation is prohibited in the country of origin, destination or transit.

The Customer shall be responsible for ensuring that no prohibited goods or goods excluded from transportation are handed over to Global Mail.

In the event of a breach of this obligation, the Customer shall indemnify and hold Global Mail harmless against all resulting losses, costs and third-party claims.

6. Goods Subject to Customs Duties

Unless otherwise agreed in writing in advance, no shipments may be handed over for transportation if their contents are subject to import taxes or customs duties or must undergo customs clearance.

The Customer shall be obliged to provide Global Mail with complete and accurate information regarding the contents of the shipment.

If the Customer fails to do so, the Customer shall bear all resulting costs and disadvantages.

Where necessary, Global Mail will contact the Customer to clarify how goods subject to customs procedures are to be handled.

Global Mail reserves the right to handle goods subject to customs procedures at its own discretion where this is necessary or appropriate in order to optimise operational processes and costs.

7. Opening of Shipments for Inspection Purposes

Global Mail shall be entitled to open shipments in order to determine whether they contain goods subject to customs duties or prohibited goods, or to verify the nature, contents or value of the declared goods.

The Customer shall indemnify and hold Global Mail harmless against all third-party claims and shall compensate Global Mail for any losses, costs or damages resulting from the opening of the shipment.

8. Prices and Payment Terms

All prices are net prices and are exclusive of the applicable statutory value-added tax (VAT).

Monthly invoices shall be issued retrospectively.

Unless otherwise stated on the respective invoice, payment shall be due within 10 days net.

Payments by the Customer shall be made free of charges and without deduction.

By making payment without reservation, the Customer confirms the correctness of the invoice. Any objections raised thereafter shall not be taken into consideration.

Independence of the Payment Obligation:

The Customer's payment obligation shall apply irrespective of complaints, delays or claims made by the Customer's own customers or other third parties.

In particular, the Customer shall not be entitled to withhold or refuse payment because one of its own customers has submitted a negative review, a delivery has arrived late or a dispute exists between the Customer and a third party.

No Right to Withhold Payment Due to External Circumstances:

Delays or disruptions outside Global Mail's sphere of influence – including, but not limited to, delivery delays caused by third parties, negative reviews or contractual disputes between the Customer and its own customers – shall not entitle the Customer to withhold or refuse payments that have become due.

Late Payment:

If a Customer fails to pay an invoice by the due date, Global Mail reserves the right to charge default interest at a rate of 1% per month and to take further legal action.

9. Undelivered Goods

If a shipment or any goods contained therein cannot be delivered for any reason, Global Mail shall be entitled to open the shipment and return it to the Customer at the Customer's expense.

Global Mail reserves the right, at its own discretion, to sell, dispose of or destroy undeliverable shipments if returning them is not possible or is not economically reasonable.

10. Postal Regulations

Under postal regulations applicable in certain countries, postal service providers may impose surcharges on shipments, return shipments or refuse delivery.

This may occur, for example, where the sender hands over a shipment to a postal service provider abroad while the sender itself is established in the recipient country. This practice is referred to as **A-B-A remailing**.

It may also occur where the sender submits a shipment for delivery in a third country using the services of a postal service provider that is neither the postal service provider of the country in which the sender is established nor the postal service provider of the recipient country. This practice is referred to as **A-B-C remailing**.

If shipments are subject to surcharges, are not delivered, are returned or are destroyed as a result of applicable postal regulations, the Customer, as sender, shall bear all resulting consequences and costs and shall fully indemnify and hold Global Mail harmless in this respect.

Upon request, the Customer shall also provide reasonable assistance to Global Mail in defending against or contesting any related claims.

Shipments that violate applicable postal regulations may be rejected, subjected to surcharges, returned or destroyed.

The Customer shall be liable for all resulting costs and shall indemnify and hold Global Mail harmless against all resulting third-party claims.

11. Fulfillment and Warehousing

As part of agreed fulfillment services, Global Mail offers the storage, management, order picking, and shipping of the customer's goods.

The customer is obligated to provide Global Mail with truthful and complete information regarding the goods handed over, in particular quantity, nature, value, shelf life, and any special storage or transport requirements. Global Mail assumes no liability for the accuracy of this information.

Global Mail decides at its own discretion on the type of storage as well as the storage areas, systems, and materials used, unless expressly agreed otherwise in writing.

Storage fees are based on the applicable price list or individual offer and, unless otherwise agreed, are invoiced monthly. Global Mail reserves the right to adjust storage fees upon reasonable prior notice.

The customer is solely responsible for arranging adequate insurance for the stored goods, unless the parties have agreed otherwise in writing.

Global Mail's liability for loss, damage, or spoilage of stored goods is, to the extent legally permissible, limited to intent and gross negligence; Point 12 (Liability) of these Terms and Conditions applies accordingly, including the liability cap stated therein.

The customer may request the release of their goods subject to a notice period. Global Mail is entitled to secure outstanding claims by way of a right of retention over the customer's stored goods, to the extent legally permissible.

If the contractual relationship is terminated, the customer is obligated to collect their goods stored with Global Mail, or arrange for their onward shipment, within a specified period. Goods not collected within this period may, following prior written notice, be stored, returned, or disposed of by Global Mail at the customer's expense.

12. Liability

The Customer shall be obliged to inspect any shipment immediately upon receipt for externally visible damage and, where applicable, to submit a corresponding damage report to the relevant supplier or delivery service without delay.

If the Customer fails to carry out the required inspection and/or submit a damage report, the delivery shall be deemed accepted. To the extent permitted by law, Global Mail shall in such case have no further warranty obligations or liability for damages in this respect.

If a defect cannot be detected immediately upon careful inspection, the Customer shall notify Global Mail without delay after the defect first becomes apparent. Otherwise, the consequences set out above shall apply.

In any event, the delivery shall be deemed accepted no later than two weeks after receipt. After expiry of this period, warranty claims and claims for damages shall, to the extent permitted by law, be excluded.

In the event of a warranty claim, the Customer shall initially only be entitled to rectification of the defect, completion of any missing performance or, at Global Mail's discretion, replacement delivery.

The Customer shall only be entitled to a price reduction, replacement or termination of the contract after two unsuccessful attempts at rectification, provided that Global Mail has in each case been granted a reasonable additional period within which to remedy the defect.

To the extent permitted by law, Global Mail's liability for any damage suffered by the Customer shall be excluded unless such damage was caused intentionally or through gross negligence.

In cases of intent or gross negligence, any liability of Global Mail shall be limited to EUR 1,000.00 and, in any event, to the current value of the affected goods, to the extent that such limitation of liability is legally permissible.

Liability for employees, agents, subcontractors and other persons engaged by Global Mail shall likewise be excluded or limited to the greatest extent permitted by law.

At the Customer's request, Global Mail shall assign to the Customer any claims Global Mail may have against commissioned companies arising from damage to, loss of or delay to a shipment.

Global Mail shall provide reasonable assistance to the Customer in enforcing such claims but shall not bear any costs associated therewith.

Where materials of any kind, including in particular data or information, are provided by the Customer, the Customer shall be responsible for their proper quality and suitability for the intended purpose, including in particular their suitability for shipping and transportation.

The Customer shall furthermore be responsible for ensuring that the materials provided do not constitute dangerous or hazardous goods within the meaning of applicable national and international postal, transport or dangerous goods regulations.

The duty to give notice pursuant to Section 1168a of the Austrian Civil Code (ABGB) is expressly excluded in respect of such materials provided by the Customer.

If materials to be provided by the Customer are not supplied to Global Mail at the agreed time or at the time resulting from the nature of the order or the agreed performance date, Global Mail shall, to the extent permitted by law, have no warranty obligation or liability for damages or other consequences resulting from such delay.

If third parties assert claims against Global Mail as a result of such delay, the Customer shall fully indemnify and hold Global Mail harmless against such claims.

The Customer shall furthermore be obliged to verify whether any materials or intangible content supplied by the Customer, including in particular texts, photographs, graphics or other works, infringe third-party rights and, where necessary, to obtain the consent of the respective rights holder.

The Customer shall be liable to Global Mail for all losses and damages suffered by Global Mail as a result of any infringement of third-party rights, including loss of profit and consequential damages, and shall fully indemnify and hold Global Mail harmless in this respect.

13. Applicable Law and Jurisdiction

Austrian law shall apply exclusively. To the extent permitted by law, Vienna shall be the exclusive place of jurisdiction for all disputes arising out of or in connection with the business relationship.

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