

N° 4645.

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**ALLEMAGNE  
ET ÉTATS-UNIS D'AMÉRIQUE**

**Arrangement relatif à l'échange des colis postaux, et règlement d'exécution y annexé. Signés à Berlin, le 6 février 1939, et à Washington, le 16 mars 1939.**

*Textes officiels allemand et anglais communiqués par l'envoyé extraordinaire et ministre plénipotentiaire des Etats-Unis d'Amérique à Berne. L'enregistrement a eu lieu le 16 octobre 1939.*

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**GERMANY  
AND UNITED STATES OF AMERICA**

**Agreement concerning the Exchange of Parcel Post, and Regulations of Execution annexed thereto. Signed at Berlin, February 6th, 1939, and at Washington, March 16th, 1939.**

*German and English official texts communicated by the Envoy Extraordinary and Minister Plenipotentiary of the United States of America at Berne. The registration took place October 16th, 1939.*

No. 4645. — AGREEMENT CONCERNING THE EXCHANGE OF PARCEL POST BETWEEN GERMANY AND THE UNITED STATES OF AMERICA. SIGNED AT BERLIN, FEBRUARY 6TH, 1939, AND AT WASHINGTON, MARCH 16TH, 1939.

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For the purpose of concluding an Agreement for the exchange of parcel-post packages between the United States of America (including Alaska, Hawaii, Puerto Rico, Guam, Samoa, and the U. S. Virgin Islands) and Germany, the undersigned, James A. FARLEY, Postmaster General of the United States, and Dr. OHNESORGE, Deutscher Reichspostminister, by virtue of authority vested in them, have agreed upon the following Articles :

*Article I.* — OBJECT OF THE AGREEMENT.

Between the United States of America and Germany there may be exchanged under the denomination of parcel post, parcels up to the maximum weight and dimensions indicated in the following Article.

*Article II.* — LIMITS OF WEIGHT AND SIZE.

1. No parcel shall exceed forty-four pounds (twenty kilograms) in weight, three feet six inches (one hundred five centimeters) in length, or six feet seven inches (two hundred centimeters) in length and girth combined ; provided, however, that parcels exceeding six feet (one hundred eighty centimeters) in combined length and girth be restricted in length to thirty inches (seventy-five centimeters).

The limits of weight and maximum dimensions stated above may be changed from time to time by agreement made through correspondence.

2. In regard to the exact calculation of the weight and dimensions, the indications furnished by the dispatching office will be accepted, save in the case of obvious error.

*Article III.* — TRANSIT PARCELS.

1. Each Administration guarantees the right of transit over its territory, to or from any country with which it has parcel-post communication, of parcels originating in or addressed for delivery in the territory of the other contracting Administration.

2. To be accepted for onward transmission, parcels sent by one of the contracting Administrations through the service of the other Administration must comply with the conditions prescribed from time to time by the intermediary Administration.

*Article IV.* — PREPAYMENT OF POSTAGE. RATES.

1. The prepayment of the postage on parcels shall be compulsory, except in the case of redirected or returned parcels.

2. The Administration of origin is entitled to collect from the sender of each parcel the postage prescribed from time to time by its regulations.

*Article V.* — RATES.

1. For each parcel, ordinary or insured, sent to Germany, payment shall be made as follows:  
0.60 gold franc per parcel not exceeding 1 kg. (2 lbs.) in weight ;  
1.00 gold franc per parcel over 1 and not exceeding 5 kg. (11 lbs.) in weight ;

- 2.00 gold francs per parcel over 5 and not exceeding 10 kg. (22 lbs.) in weight ;
- 3.00 gold francs per parcel over 10 and not exceeding 15 kg. (33 lbs.) in weight ;
- 4.00 gold francs per parcel over 15 and not exceeding 20 kg. (44 lbs.) in weight.

On parcels sent from the United States of America in transit through Germany the German Post Office is entitled to receive 30, 50, 100, 150, and 200 gold centimes for parcels not exceeding 1, 5, 10, 15, and 20 kg. respectively.

2. For each parcel, ordinary or insured, sent to the United States of America or to its possessions, payment shall be made as follows, based on the bulk net weight of each dispatch :

- 0.70 gold franc per kg. for parcels for the United States of America ;
- 0.70 gold franc per kg. for parcels for Alaska ;
- 0.35 gold franc per kg. for parcels for Hawaii, Guam, Samoa, Puerto Rico, and the U. S. Virgin Islands.

3. In addition, there shall be paid the following transit charges for parcels, ordinary or insured, for the possessions of the United States of America and for transit parcels, based on the bulk net weight of each dispatch :

- 0.70 gold franc per kg. when only sea service is provided ;
- 1.15 gold francs per kg. when only land service is provided ;
- 1.50 gold francs per kg. when both land and sea service are provided.

4. Moreover, in respect of insured parcels the Postal Administration of the country of origin shall allow to the Postal Administration of the country of destination for territorial service a rate of 10 gold centimes for each insured parcel with insured value up to 500 gold francs and 20 gold centimes for each insured parcel with insured value over 500 up to 1,000 gold francs. If the Administration of the country of destination provides the sea service, the Administration of the country of origin shall allow an additional rate of 20 gold centimes for each insured parcel with insured value up to 500 gold francs and 40 gold centimes for each insured parcel with insured value over 500 up to 1,000 gold francs.

5. Each Postal Administration reserves the right to vary its territorial rates in accordance with any alteration of these charges which may be decided upon in connection with other countries generally.

Either Administration shall give notice to the other three months in advance of its intention to vary the terminal quotas and transit charges and the sea rates. The reduction or increase shall remain in force for at least one year.

#### *Article VI. — SEA RATE.*

Each of the two Postal Administrations shall be entitled to fix the rate for any sea service which it provides.

For parcels sent by sea direct from one country to the other the Post Office of the country of origin pays to the Post Office of the country of destination the sea rate, if the latter Office provides for the sea service.

#### *Article VII. — FEE FOR CUSTOMS CLEARANCE.*

The office of delivery may collect from the addressee either in respect of delivery to the Customs and clearance through the Customs or in respect of delivery to the Customs only, a fee not exceeding 50 gold centimes per parcel or such other charge as international conventions subsequent to the Cairo Agreement of 1934 shall fix.

#### *Article VIII. — DELIVERY TO THE ADDRESSEE. FEE FOR DELIVERY AT THE PLACE OF ADDRESS.*

1. Parcels are delivered to the addressees as quickly as possible in accordance with the conditions in force in the country of destination. This country may collect in respect of delivery of parcels to the addressee a fee not exceeding 50 gold centimes per parcel. The same fee may be charged, if the case arises, for each presentation after the first at the addressee's residence or place of business.

2. If the parcels are not taken out for delivery at the address the addressee must be advised of their arrival without delay.

*Article IX.* — POSTAL CHARGES OTHER THAN THOSE PRESCRIBED NOT TO BE COLLECTED.

The parcels to which this Agreement applies shall not be subject to any postal charges other than those contemplated by the different Articles hereof.

*Article X.* — WAREHOUSING CHARGES.

The country of destination is authorized to collect the warehousing charge fixed by its legislation for parcels addressed "General Delivery" or which are not claimed within the prescribed period. This charge may in no case exceed five gold francs and shall not be canceled in the event of the return of the parcel to the country of origin.

*Article XI.* — CUSTOMS DUTIES.

The parcels shall be subject in the country of destination to all Customs duties and all Customs regulations in force in that country for the protection of its Customs revenue and the Customs duties properly chargeable thereon shall be collected on delivery, in accordance with the Customs regulations of the country of destination.

*Article XII.* — PROHIBITIONS.

i. The following articles are prohibited transmission by parcel post :

(a) A letter or a communication having the nature of a letter. Nevertheless, it is permitted to enclose in a parcel an open invoice, confined to the particulars which constitute an invoice, and also a simple copy of the address of the parcel with mention of the address of the sender. (Regulations of Execution, Article 5, first section.)

(b) An enclosure which bears an address different from that placed on the cover of the parcel.

(c) Live animals except leeches.

(d) Opium, morphine, cocaine, and other narcotics.

(e) Any article the admission of which is forbidden by the Customs or other laws or regulations in force in either country.

(f) Any explosive or inflammable article, and in general any article the conveyance of which is dangerous, including articles which from their nature or packing may be a source of danger to postal employees, or may soil or damage other parcels.

(g) Obscene or immoral articles.

(h) It is, moreover, forbidden to send coin, bank notes, currency notes, or any kind of securities payable to bearer, platinum, gold, or silver (whether manufactured or unmanufactured), precious stones, jewelry, or other precious articles in uninsured parcels.

2. When a parcel contravening any of these prohibitions is handed over by one Administration to the other, the latter shall proceed in accordance with its laws and inland regulations. Explosive or inflammable articles, as well as documents, pictures, and other articles injurious to public morals may be destroyed on the spot by the Administration which has found them in the mails.

The fact that a parcel contains a letter or a communication having the nature of a letter may not, in any case, entail the return of the parcel to the sender. The letter is, however, marked for the collection of postage due from the addressee at the regular rate.

The two Administrations advise each other, by means of the List of Prohibited Articles published by the International Bureau of the Universal Postal Union, of all prohibited articles. However, they do not on that account assume any responsibility towards the Customs or police authorities, or the sender.

3. If parcels wrongly admitted to the post are neither returned to origin nor delivered to the addressee, the Administration of origin must be informed in a precise manner of the treatment accorded to the parcels.

*Article XIII.* — RECALL AND CHANGE OF ADDRESS.

So long as a parcel has not been delivered to the addressee, the sender may recall it or cause its address to be changed. The Postal Administration of the country of origin may collect and retain for this service the charge fixed by its regulations.

The requests for recall or change of address of parcels to be delivered in the United States of America shall be addressed to the Central Administration at Washington ; those relating to parcels for delivery in Germany shall be addressed to the offices of destination.

*Article XIV.* — CERTIFICATE OF MAILING. RECEIPTS.

On request at the time of mailing an ordinary (uninsured) parcel, the sender will receive a certificate of mailing from the post office where the parcel is mailed, on a form provided for the purpose ; and each country may fix and collect a reasonable fee therefor.

The sender of an insured parcel receives without charge, at the time of posting, a receipt for his parcel.

*Article XV.* — RETURN RECEIPTS.

The sender of an insured parcel may obtain an advice of delivery upon payment of such additional charge, if any, as the country of origin of the parcel shall stipulate and under the conditions laid down in the Regulations. It is permissible to request return receipts for collect-on-delivery parcels.

*Article XVI.* — REFORWARDING.

1. A parcel may be redirected in consequence of the addressee's change of address in the country of destination at the request of either the sender or the addressee.

The reforwarding of a parcel within one of the contracting countries gives rise to the collection of the supplementary charges provided for by the Administration of that country. The same is true, if occasion arises, in regard to the delivery of such parcel to another person at the original place of destination. These charges shall not be canceled even in case the parcel is returned to origin or reforwarded to another country. Charges not canceled by the office of the country of destination are collected from the sender or the addressee.

2. If a parcel must be reforwarded to one of the two countries signatory to the present Agreement, it is liable to new postage charges, and, if occasion arises, new insurance fees, unless such charges and fees have been paid in advance. The new postage and insurance fees are collected by the Administration effecting the delivery.

3. At the request of the sender or the addressee, parcels may also be reforwarded or returned to another country. The senders may mark the parcels : " Do not forward to a third country ". In that case, the parcels must not be reforwarded to any other country. In case of loss, rifling, or damage of an insured parcel which is reforwarded or returned to another country, the indemnity is decided upon exclusively in accordance with the provisions of Article XXVII, Section 8.

4. Insured parcels may not be reforwarded or returned except as such.

*Article XVII. — NON-DELIVERY.*

1. At the time of mailing, the sender must state how his parcel is to be disposed of in the event of non-delivery; that is, the sender must mark the parcel and the relative dispatch note with one of the following notes:

“ In case of non-delivery, the parcel should be returned immediately ” ;

“ In case of non-delivery, the parcel should be delivered to . . . . . ” ;

“ In case of non-delivery, the parcel should be considered as abandoned ” ,

or note of similar import.

No other alternative is admissible.

The sender may provide, in case his C. O. D. parcel is undeliverable as originally addressed, for other disposition to be made of it the same as in the case of parcels without trade charges.

2. Except as otherwise provided, undeliverable parcels are returned to origin, without previous notification, 30 days after their arrival at the office of destination. Parcels which the addressee refuses to accept shall be returned immediately. In all cases, the reason for non-delivery must be indicated on the parcel and in the case of parcels returned to the United States of America on the relative dispatch note.

3. Parcels liable to deterioration or corruption may be sold immediately, even in route, on the outward or return voyage, without previous notice and without judicial formality, for the benefit of the rightful party.

If, for any reason, sale is impossible, the deteriorated or corrupted articles are destroyed. The sale or destruction gives rise to the making of a report, which is sent to the Administration of origin.

4. Undeliverable parcels which the sender has abandoned may, at the expiration of a 30-day period, be sold for the profit of the Administration of the country of destination. However, in the case of an insured parcel, a report is made up, which must be sent to the Administration of the country of origin. Likewise, the Administration of the country of origin must be advised when an insured parcel which is undeliverable is not returned to origin.

5. In case of the return of undeliverable parcels, the charges prescribed by Article XXXIV, Section 2, are collected.

*Article XVIII. — CUSTOMS CHARGES TO BE CANCELED.*

Provided the formalities prescribed by the Customs authorities concerned are fulfilled, the Customs charges properly so called, on parcels sent back to the country of origin, or redirected to another country, shall be canceled both in Germany and in the United States of America.

*Article XIX. — INQUIRIES.*

A fee may be charged, at the option of the country of origin, on a request for information as to the disposal of an ordinary parcel and also for an insured parcel made after it has been posted if the sender has not already paid the special fee to obtain an advice of delivery.

A fee may also be charged, at the option of the country of origin, in connection with any complaint of any irregularity which *prima facie* was not due to the fault of the Postal Service.

## COLLECT-ON-DELIVERY PARCELS.

*Article XX. — SUBJECT.*

1. Parcels having charges to be collected on delivery shall be accepted for mailing from Germany to any money order post office in the United States of America or from the United States of America to any locality in Germany.

2. Collect-on-delivery parcels shall be accepted only when insured.
3. The provisions of Articles XX to XXIV of this Agreement and of Articles 9 to 14 of the Regulations of Execution do not cover transit collect-on-delivery parcels.

*Article XXI. — POSTAGE AND FEES.*

Parcels bearing charges for collection on delivery shall be subject to the postage rates, insurance fees, conditions of mailing, and other formalities applicable to insured parcels without trade charges. The Administration of origin is entitled to collect from the sender of each parcel mailed collect-on-delivery, such collect-on-delivery fee, in addition to the required postage and other fees, as may be prescribed by its regulations.

*Article XXII. — AMOUNT OF C. O. D.*

1. The maximum amount to be collected on delivery shall be \$100.00. This amount may be increased or decreased at any time by mutual agreement through correspondence between the two Postal Administrations. The amount to be collected on delivery shall invariably be expressed in dollars and cents.
2. When the sender makes a request early enough for any reduction or cancelation of the amount to be collected on delivery, the request shall be handled between the exchange offices which have handled the parcel unless otherwise agreed to through correspondence.

*Article XXIII. — RESPONSIBILITY FOR C. O. D. PARCELS.*

1. In case an insured C. O. D. parcel has been lost, rifled, or damaged, the Postal Administrations are responsible as for an insured parcel without C. O. D. charges, in conformity with the provisions of Articles XXVII to XXIX.
2. When a C. O. D. parcel has been delivered to the addressee but the charges have not been remitted, the sender or other rightful claimant is entitled to an indemnity corresponding to the C. O. D. amount not remitted, provided that he has made his claim in due time and unless the delivery without collecting the charges has arisen from the fault or negligence of the sender or from the transmission of the contents in parcel-post mails being prohibited.  
This stipulation also applies to the case that a lower amount than the full C. O. D. charge is collected from the addressee.  
The indemnity provided for in this section may not in any case exceed the C. O. D. amount.

3. As to the fixing of the responsibility and the payment of the indemnity, the same stipulations shall be applied as are provided for insured parcels not sent C. O. D.

4. When a C. O. D. parcel for which indemnity has been paid is recovered, the post office of destination will deliver the parcel and collect the charges, hold such amount and request instructions from the Administration to which such office is subordinate. If the addressee, however, refuses to accept a recovered parcel and pay the charges, the post office of destination will hold it and likewise seek instructions as to its disposition. In the latter case, the Administration responsible for the indemnity shall determine the disposition to be made of the parcel involved.

*Article XXIV. — SETTLEMENT.*

1. The entire amount of the collect-on-delivery charges without any deduction for money order fee or collection charges is to be remitted to the sender by means of an international money order. The delivering post office will collect from the addressee the full amount of the C. O. D. charges and in addition thereto may collect such money order fee or fees as are required to remit the amount of the C. O. D. charges to the sender in the country of origin.

2. The country effecting delivery of a C. O. D. parcel may at its option collect a reasonable amount, not in excess of 25 gold centimes, from the addressee as a collection charge, but this amount is not to be deducted from the collection charges which are remitted to the sender.

3. The fee for the transmission of the amount of the collect-on-delivery charges shall belong entirely to the country collecting it. No special account of the fee is to be made between the two Administrations except as stated in Article XXXIV.

*Article XXV. — INSURED PARCELS.*

1. Parcels may be insured up to the amount of 1,000 gold francs or its equivalent in currency of the country of origin. However, the Postal Administrations of the two contracting countries may, by mutual consent, increase or decrease this maximum amount of insurance.

2. The Postal Administration of the country of origin is entitled to collect from the sender such insurance fees as may from time to time be prescribed by its regulations.

*Article XXVI. — INDICATION OF VALUE.*

It is permitted to insure only part of the value of the contents.

A parcel of which the contents have no pecuniary value may, however, be insured for a nominal sum in order to obtain the safeguards of the insurance system.

*Article XXVII. — RESPONSIBILITY. INDEMNITY.*

1. The Postal Administrations of the two contracting countries will not be responsible for the loss, abstraction, or damage of an ordinary parcel.

2. Except in the cases mentioned in the Article following, the Administrations are responsible for the loss of insured parcels mailed in one of the two contracting countries for delivery in the other and for the loss, abstraction, or damage to their contents, or a part thereof.

3. The sender, or other rightful claimant, is entitled to compensation corresponding to the actual amount of the loss, abstraction, or damage. The amount of indemnity is calculated on the basis of the actual value (current price or, in the absence of current price, the ordinary estimated value) at the place where and the time when the parcel was accepted for mailing; provided in any case that the indemnity may not be greater than the amount for which the parcel was insured and on which the insurance fee has been collected, or the maximum amount of 1,000 gold francs.

4. For an insured parcel, the amount of compensation shall not exceed the actual value of the contents.

5. No indemnity is paid for indirect damages or loss of profits resulting from the loss, rifling, damage, non-delivery, misdelivery, or delay of an insured parcel dispatched in accordance with the conditions of the present Agreement.

6. In the case where indemnity is payable for the loss of an insured parcel or for the destruction or abstraction of the whole of the contents thereof, the sender is entitled to the return of the postage charges, if claimed. However, the insurance fees are not returned in any case.

7. In the absence of special agreement to the contrary between the countries involved, which agreement may be made by correspondence, no indemnity will be paid by either country for the loss, rifling, or damage of transit insured parcels, that is, parcels originating in a country not participating in this Agreement and destined for one of the two contracting countries or parcels originating in one of the two contracting countries and destined for a country not participating in this Agreement.

8. When an insured parcel originating in one country and destined to be delivered in the other country is reforwarded from there to a third country or is returned to a third country at



the request of the sender or of the addressee, the party entitled to the indemnity in case of loss, rifling, or damage occurring subsequent to the reforwarding or return of the parcel by the original country of destination, can lay claim, in such a case, only to the indemnity which the country where the loss, rifling, or damage occurred consents to pay, or which that country is obliged to pay in accordance with the agreement made between the countries directly interested in the reforwarding or return. Either of the two countries signing the present Agreement which wrongly forwards an insured parcel to a third country is responsible to the sender to the same extent as the country of origin, that is, within the limits of the present Agreement.

9. The sender is responsible for defects in the packing and insufficiency in the packing and sealing of insured parcels. Moreover, the two Administrations are released from all responsibility in case of loss, rifling, or damage caused by defects not noticed at the time of mailing.

*Article XXVIII. — EXCEPTIONS TO THE PRINCIPLE OF RESPONSIBILITY.*

The Administrations are relieved from all responsibility :

(a) In case of insured parcels of which the addressee has accepted delivery without reservation ;

(b) In case of loss or damage through *force majeure* (causes beyond control), although either Administration may at its option and without recourse to the other Administration pay indemnity for loss or damage due to *force majeure* even in cases where the Administration of the country in the service of which the loss or damage occurred recognizes that the damage was due to *force majeure*. The country responsible for the loss, abstraction, or damage must decide, in accordance with its internal legislation, whether this loss, abstraction, or damage was due to circumstances constituting a case of *force majeure* ;

(c) When, their responsibility not having been proved otherwise, they are unable to account for insured parcels in consequence of the destruction of official documents through *force majeure* ;

(d) When the damage has been caused by the fault or negligence of the sender or the addressee or the representative of either, or when it is due to the nature of the article ;

(e) For insured parcels which contain prohibited articles ;

(f) In case the sender of an insured parcel, with intent to defraud, shall declare the contents to be above their real value ; this rule, however, shall not prejudice any legal proceedings necessitated by the legislation of the country of origin ;

(g) For insured parcels seized by the Customs because of false declaration of contents ;

(h) When no inquiry or application for indemnity has been made by claimant or his representative within a year commencing with the day following the posting of the insured parcel ;

(i) For insured parcels which contain matter of no intrinsic value or perishable matter, or which did not conform to the stipulations of this Agreement, or which were not posted in the manner prescribed ; but the country responsible for the loss, rifling, or damage may pay indemnity in respect of such insured parcels without recourse to the other Administration.

*Article XXIX. — TERMINATION OF RESPONSIBILITY.*

The Administrations cease to be responsible for insured parcels of which they have effected delivery in accordance with their internal regulations for insured parcels of the same nature.

Responsibility is, however, maintained when the addressee or, in case of return, the sender makes reservations in taking delivery of an insured parcel, the contents of which have been abstracted or damaged.

*Article XXX.* — OBLIGATION TO PAY COMPENSATION.

The obligation to pay compensation, as well as the postage charges due to be refunded, rests with the Administration of origin. However, in cases where the compensation is paid to the addressee in accordance with Article XXVII, Section 3, the obligation shall rest with the Administration of destination. The paying Administration retains the right to make a claim against the Administration responsible.

*Article XXXI.* — PERIOD FOR PAYMENT OF COMPENSATION.

1. The payment of compensation for an insured parcel shall be made to the rightful claimant as soon as possible and at the latest within a period of one year counting from the day following that on which the application is made.

However, the Administration responsible for making payment may exceptionally defer payment of indemnity for a longer period than that stipulated if, at the expiration of that period, it has not been able to determine the disposition made of the article in question or the responsibility incurred.

2. Except in cases where payment is exceptionally deferred as provided in the second paragraph of the foregoing section, the Postal Administration which undertakes the payment of compensation is authorized to pay indemnity on behalf of the Office which, after being duly informed of the application for indemnity, has let nine months pass without settling the matter.

*Article XXXII.* — FIXING OF RESPONSIBILITY.

1. Until the contrary is proved, responsibility for an insured parcel rests with the Administration which, having received the parcel without making any reservations and being put in possession of all the regulation means of investigation, cannot establish the disposal of the parcel.

2. When the loss, rifling, or damage of an insured parcel is detected upon opening the receptacle at the receiving exchange office and has been regularly pointed out to the dispatching exchange office, the responsibility falls on the Administration to which the latter office belongs, unless it be proved that the irregularity occurred in the service of the receiving Administration.

3. If the loss, rifling, or damage has taken place in the course of transportation, without its being possible to establish on the territory or in the service of which country the act took place, the Offices involved bear the loss in equal shares.

4. The Administration paying compensation takes over, to the extent of the amount paid, the rights of the person who has received it, in any action which may be taken against the addressee, the sender, or a third party.

5. If an insured parcel which has been regarded as lost is subsequently found, the person to whom compensation has been paid must be informed that he is at liberty to take possession of the parcel against repayment of the amount of compensation.

*Article XXXIII.* — REPAYMENT OF COMPENSATION.

1. The Administration responsible for the loss, rifling, or damage, and on whose account the payment is effected, is bound to repay the amount of the indemnity to the country which has effected payment. This reimbursement must take place without delay and at the latest within the period of nine months after notification of payment.

2. These repayments to the creditor country must be made without expense for that Office, by money order or draft, in money valid in the creditor country or in any other way to be agreed upon mutually by correspondence.

3. The reimbursement of the indemnities must be effected on the basis of gold francs.

*Article XXXIV. — CHARGES.*

1. For each parcel exchanged between the contracting countries, the dispatching office credits to the office of destination in the parcel bills the quotas due to the latter, and indicated in Article V.

2. In case of reforwarding or return to origin of a parcel, if new postage and new insurance fees (in the case of insured parcels) are collected by the redispaching office, the parcel is treated as if it had originated in that country. Otherwise, the redispaching office recovers from the other office the quota due it, namely, as the case may be :

- (a) The charges prescribed by Section 1 above ;
- (b) The charges for reforwarding or return ;
- (c) The charges prescribed by Article X, if applicable.

3. In case of reforwarding or return to a third country, the accrued charges, that is, such of the charges mentioned in (a), (b), and (c) above as are applicable, shall follow the parcel, but in the case that the third country concerned refuses to assume the charges for any reason, they shall be charged back to the country of origin.

4. In the case of a parcel returned or reforwarded in transit through one of the two Administrations to or from the other, the intermediary Administration may claim also the sum due to it for any additional territorial or sea service provided, together with any amounts due to any other Administration or Administrations concerned.

*Article XXXV. — AIR PARCELS.*

The Postal Administrations of the two contracting countries have the right to fix by mutual consent the air surtax and other conditions in the case where the parcels are conveyed by air routes.

*Article XXXVI. — TEMPORARY SUSPENSION OF SERVICE.*

In extraordinary circumstances such as will justify the measure, either Administration may temporarily suspend the parcel-post service, either entirely or partially, or restrict it to certain offices, on condition of giving immediate notice, if necessary by telegraph, to the other Administration.

*Article XXXVII. — MISCELLANEOUS PROVISIONS.*

1. The gold francs and centimes mentioned in this Agreement are gold francs and centimes as defined in the Postal Union Convention.

2. Unless they are provided for in the present Agreement, all questions concerning requests for recall or change of address of parcels and the obtaining and disposition of inquiries, return receipts, and settlement of indemnity claims in connection with insured and C. O. D. parcels shall be treated in accordance with the provisions of the Universal Postal Convention and its Regulations of Execution, in so far as they are applicable and are not contrary to the foregoing provisions. If the case is not provided for at all, the domestic legislation of the United States of America or Germany or the decisions made by one country or the other are applicable in the respective country.

3. The details relative to the application of the present Agreement will be fixed by the two Administrations in Regulations of Execution, the provisions of which may be modified or completed by common consent by way of correspondence.

4. The two Administrations notify each other mutually of their laws, ordinances, and tariffs concerning the exchange of parcel post, as well as of all modifications in rates which may be subsequently made.

*Article XXXVIII. — DURATION OF THE AGREEMENT.*

1. This Agreement abrogates and substitutes the Parcel Post Convention signed at Washington, the 4th day of August, 1928, and at Berlin, the 25th day of June, 1928, and the Agreement for Collect-on-Delivery Parcel Post Service signed at Washington, the 5th day of January, 1932, and at Berlin, the 22nd day of December, 1931.

2. It shall become effective on January 2nd, 1939, and shall remain in effect as long as it has not been terminated six months in advance by one or the other of the two Administrations.

Done in duplicate and signed at Washington, the 16th day of March, 1939, and at Berlin, the 6th of February, 1939.

(Seal) James A. FARLEY,  
*Postmaster General of the United States of America.*

(Seal) OHNESORGE,  
*Deutscher Reichspostminister.*

REGULATIONS OF EXECUTION

FOR THE PARCEL POST AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND GERMANY.

*Article 1. — CIRCULATION.*

1. Each Postal Administration shall forward by the routes and means which it uses for its own parcels, parcels delivered to it by the other Administration for conveyance in transit through its territory.

2. Ordinary parcels, when missent, are reforwarded to their correct destination by the most direct route at the disposal of the forwarding Administration. Insured parcels, when missent, may not be reforwarded except as insured mail. If this is impossible, they must be returned to origin.

*Article 2. — RECEPTACLES.*

1. The Postal Administrations of the two contracting countries shall provide the respective bags necessary for the dispatch of their parcels and each bag shall be marked to show the name of the country to which it belongs.

2. Bags must be returned empty to the dispatching office by the next mail. Empty bags to be returned are made up in bundles of ten, enclosing nine bags in one. The total number of bags returned shall be entered on the relative parcel bills.

3. In case ten percent of the total number of bags used during the year have not been returned, the value of the missing bags must be repaid to the Administration of origin.

*Article 3. — METHOD OF EXCHANGE OF PARCELS.*

1. The parcels shall be exchanged, in sacks duly fastened and sealed, by the offices appointed by agreement between the two Administrations, and shall be dispatched to the country of destination by the country of origin at its cost and by such means as it provides.

2. Insured parcels shall be enclosed in separate sacks from those in which ordinary parcels are contained and the labels of sacks containing insured parcels shall be marked with such distinctive symbols as may from time to time be agreed upon.

3. The weight of any bag of parcels shall not exceed 36 kilograms (80 pounds avoirdupois).

*Article 4.* — INFORMATION TO BE FURNISHED.

Each Postal Administration shall communicate to the other :

- (a) The countries to which it can forward parcels handed over to it ;
- (b) The total amount to be credited to it by the other Administration for each country of destination ;
- (c) The number of Customs declarations which must accompany each parcel, and any other necessary information.

*Article 5.* — PREPARATION OF PARCELS.

Every parcel shall :

1. Bear the exact address of the addressee and of the sender in Roman characters. Parcels on which the name of the sender or of the addressee is indicated merely by initials are not admitted, unless the initials are the adopted trade name of the sender or addressee which is generally understood. Addresses in pencil are not admitted ; however, addresses written in indelible pencil on a previously dampened surface are accepted. The address of a parcel shall be written on the parcel itself or on a label or tag so firmly attached to it that it cannot become detached. The sender of a parcel shall be advised to enclose in the parcel a copy of the address together with a note of his own address ; especially when the use of a tag for the address is rendered necessary by the packing or form of the parcel.

2. Be packed in such a manner that the contents are protected over the whole route, and in such a way that, in case of rifling, the traces thereof may be easily discovered. Articles liable to injure officers of the Post Office or to damage other parcels shall be packed so as to prevent any risk.

3. Insured parcels must be closed and securely sealed with wax or otherwise. Ordinary parcels may be sealed at the option of the sender, or careful tying is sufficient as a mode of closing. As a protective measure, either Administration may require that a special imprint or mark of the sender appear on the wax or lead seals closing insured parcels mailed in its service.

4. The Customs Administration of the country of destination is authorized to open the parcels in order to inspect the contents. To that end, the seals or any other fastenings may be broken. Parcels opened by the Customs must be refastened and also officially resealed, except in the case of ordinary parcels which were not sealed by the senders in the first instance.

*Article 6.* — SPECIAL PACKING.

1. Liquids and easily liquefiable substances must be sent in a double receptacle. Between the inner receptacle (bottle, flask, box, etc.) and the outer receptacle (box of metal, strong wood, strong corrugated cardboard, or strong carton of fibreboard, or receptacle of equal strength) there must be left a space to be filled with sawdust, bran, or other absorbent material, in sufficient quantity to absorb all the liquid in case the inner receptacle is broken.

2. Powders and dyes in powder form must be packed in strong boxes of tin or other metal, which, after soldering, must be placed in turn in substantial outer covers in such a way as to avoid all damage to other articles.

*Article 7.* — DISPATCH NOTES AND CUSTOMS DECLARATIONS.

1. The sender shall prepare a dispatch note for each parcel on a special form provided for the purpose. The dispatch note shall give the office of mailing, name and address of the sender, number of Customs declarations, weight, postage paid, name and address of the addressee, the office of destination and, in the case of insured parcels, the number given the parcel. The dispatch notes for parcels sent to Germany shall be sent to Germany together with the originals of the

parcel bills and in the case of parcels sent to the United States of America they shall be retained by the German offices of exchange.

2. The sender shall also prepare one Customs declaration for each parcel sent by either country upon a special form provided for the purpose. The Customs declaration shall give a general description of the parcel, an accurate statement in detail of its contents and value, date of mailing, gross and net weight, the sender's name and address, and the name and address of the addressee; and shall be securely attached to the parcel.

3. The contracting Administrations accept no responsibility for the correctness of the Customs declarations or of the dispatch notes.

#### *Article 8.* — RETURN RECEIPTS.

1. As to a parcel for which a return receipt is asked, the office of origin places on the parcel the conspicuous notice "Rückschein", "Return receipt requested", "Advice of delivery requested", "Avis de réception", or the letters "A. R.". The office of origin or any other office appointed by the dispatching Administration shall fill out a return receipt form and attach it to the dispatch note in the case of parcels for Germany and to the parcel itself in the case of parcels for the United States of America. If the form does not reach the office of destination, that office makes out a duplicate.

2. The office of destination, after having duly filled out the return receipt form, returns it free of postage to the address of the sender of the parcel.

3. When the sender applies for a return receipt after a parcel has been mailed, the office of origin duly fills out a return receipt form and attaches it to a form of inquiry which is entered with the details concerning the transmission of the parcel and then forwards it to the office of destination of the parcel. In the case of the due delivery of the parcel, the office of destination withdraws the inquiry form, and the return receipt is treated in the manner prescribed in the foregoing section.

#### COLLECT-ON-DELIVERY PARCELS.

##### *Article 9.* — MARKING OF C. O. D. PARCELS AND DISPATCH NOTES.

Each C. O. D. parcel and the relative dispatch note must bear on the address side the conspicuous impression of an official stamp or label reading "Collect-on-delivery" or "C. O. D." or "Remboursement", and in close proximity to these words must appear the number given the parcel, which shall be the insurance number (only one original number), and after it must be shown, in Roman letters and in Arabic figures, the exact amount of the collect-on-delivery charges, which should not include the additional money order fee or fees that will be collected in the country making delivery of the parcel for making the remittance to the sender.

##### *Article 10.* — EXCHANGE AND BILLING OF C. O. D. PARCELS.

1. Parcels with C. O. D. charges shall be exchanged through the offices appointed by agreement between the two Administrations.

The exchanges of C. O. D. parcels between such offices shall be effected in direct dispatches in special sacks containing nothing but C. O. D. articles, the letters "C. O. D." or the word "Remboursement" being entered very conspicuously in the documents covering them, as well as on the labels of the sacks.

2. Such parcels will be listed in separate parcel bills to show, in respect to each parcel, the C. O. D. (insured) number, the office of origin and the C. O. D. charges. In addition, there must be shown in the case of parcels for Germany, an indication of the weight division to which the

parcel belongs, the same as in the case of ordinary parcels ; and in the case of parcels for the United States, the total number and total net weight of the parcels comprising each dispatch.

3. Upon receipt of a dispatch of C. O. D. parcels, at the exchange office of the country of destination, the dispatch must be carefully checked and otherwise treated as provided in Article 19 of the Regulations of Execution.

*Article 11.* — C. O. D. MONEY ORDERS.

1. Every money order, issued in either country in payment of C. O. D. charges on a parcel, must show plainly the C. O. D. (insured) number of the parcel and bear the letters " C. O. D. " or the word " Remboursement " in a conspicuous position.

2. The C. O. D. money order lists shall show, in addition to the usual details, the C. O. D. (insured) number of the parcels. No C. O. D. money order shall be listed unless the remitter's name and the payee's name and exact address are included.

*Article 12.* — LISTS OF C. O. D. MONEY ORDERS.

The offices of New York and of Cologne <sup>2</sup> are the only ones authorized to make up and to send lists of C. O. D. money orders. Such money orders shall be listed separately from the ordinary money orders and the list shall be marked " Collect-on-delivery " or " Remboursement ".

*Article 13.* — UNPAYABLE MONEY ORDERS.

1. The C. O. D. money orders which have not been paid to the payee for any reason shall be subject to the disposition of the Administration of the country of origin of the articles to which they relate. When it appears that the C. O. D. service was used in furtherance of a scheme to defraud, payment of the money orders in question will be withheld, if practicable, and the orders disposed of in accordance with the equities of each case under the rules and regulations of the country of origin of the C. O. D. parcels involved.

2. As for other formalities, C. O. D. money orders shall be subject to the provisions governing the money order exchange between the two countries.

*Article 14.* — REDIRECTION. RECALL.

1. Unless mutually otherwise agreed, C. O. D. parcels shall not be reforwarded to any other country than the United States or Germany.

2. The sender of a C. O. D. parcel may cause it to be recalled upon complying with such requirements as may be established in this connection by the country of origin.

INSURED PARCELS.

*Article 15.* — INDICATION OF INSURED VALUE AND OF WEIGHT.

1. For insured parcels, the amount of insured value must appear on the parcel and the relative dispatch note in currency of the country of origin and in gold francs, in Roman letters written out in full, and in Arabic figures. Also, the exact weight of each parcel must be entered by the Administration of origin :

(a) On the address side of the parcel ; and

(b) On the dispatch note in the place reserved for this purpose.

*Article 16.* — INSURANCE LABELS AND POSTAGE STAMPS.

Each insured parcel posted in the United States and the relative dispatch note must bear on the address side an insurance number and a label with the words " Wertpaket ", " Insured ", or " Valeur déclarée " in Roman characters, or these words must be conspicuously marked or stamped on the parcel itself. Insured parcels posted in Germany and the relative dispatch notes must bear labels with the letter " V ", the name of the office of origin, and the serial number in red color.

The labels and postage stamps affixed to insured parcels must be spaced so that they cannot conceal injuries to the packing. Neither may they be folded over two faces of the wrapping so as to cover the edge.

*Article 17.* — REFORWARDING.

Parcels, when missent, must not be charged with Customs or other charges by the reforwarding Administration.

When the reforwarding involves return of the parcel to the office of origin, the retransmitting Administration refunds to that office the credits received and reports the error by a bulletin of verification.

When the reforwarding involves dispatch of a parcel to a third country and if the amount credited to the retransmitting Administration is insufficient to cover the expenses of retransmission which it has to defray, the retransmitting Administration allows to the Administration to which it forwards the parcel the credits due it ; it then recovers the amount of the deficiency by claiming it from the office of exchange from which the missent parcel was directly received. The reason for this claim is notified to the latter by means of a bulletin of verification.

*Article 18.* — BILLING OF PARCELS.

1. Separate parcel bills must be prepared for ordinary parcels and for insured parcels.

The parcel bills are prepared in duplicate. The duplicate is sent in the regular mails, while the original is inserted in one of the sacks. The sack containing the parcel bill is to be designated by the letter " F " on the label.

2. The ordinary parcels included in each dispatch to the United States of America are to be entered on the parcel bills to show the total number of parcels and the total net weight thereof. The ordinary parcels included in each dispatch to Germany are to be entered on the parcel bills to show the total number of parcels according to the following divisions of weight :

- (1) Not exceeding 1 kg. (2 lbs.) ;
- (2) Over 1, not exceeding 5 kg. (11 lbs.) ;
- (3) Over 5, not exceeding 10 kg. (22 lbs.) ;
- (4) Over 10, not exceeding 15 kg. (33 lbs.) ;
- (5) Over 15, not exceeding 20 kg. (44 lbs.).

3. Insured parcels shall be entered individually on the parcel bills to show the insurance number and the name of the office of origin. In the case of insured parcels for the United States, the total net weight of the parcels must also be shown. In the case of insured parcels for Germany, an indication of the weight division to which the parcel belongs must also be shown, the same as in the case of ordinary parcels.

4. Parcels sent " à découvert " must be entered separately on the parcel bills.

5. Returned or redirected parcels must be entered individually on the parcel bills and be followed by the word " Returned " or " Redirected ". A statement of the charges which may be due on these parcels should be shown in the " Observations " column.



6. The total number of sacks comprising each dispatch must also be shown on the parcel bills.
7. Each dispatching exchange office numbers the parcel bills in the upper left-hand corner in accordance with an annual series. The last number of the preceding year must be mentioned on the first bill of the following year.
8. The exact method of advising parcels or the receptacles containing them sent by one Administration in transit through the other, together with any details of procedure in connection with the advice of such parcels or receptacles for which provision is not made in this Agreement, shall be settled by mutual consent through correspondence between the two Administrations.

*Article 19.* — VERIFICATION BY THE EXCHANGE OFFICES.

1. On receipt of a dispatch, the exchange office of destination proceeds to verify it. The entries in the parcel bill must be verified exactly. Each error or omission must be brought immediately to the knowledge of the dispatching exchange office by means of a bulletin of verification. A dispatch is considered as having been found in order in all regards when no bulletin of verification is made up.

If any error or irregularity which could give rise to liability for compensation is found upon receipt of a dispatch, all objects which may serve later on for investigations, or for examination of requests for indemnity, must be kept.

2. The dispatching exchange office to which a bulletin of verification is sent returns it after having examined it and entered thereon its observations, if any. That bulletin is then attached to the parcel bills of the parcels to which it relates. Corrections made on a parcel bill which are not justified by supporting papers are considered as devoid of value.

3. If necessary, the dispatching exchange office may also be advised by telegram, at the expense of the office sending such telegram.

4. In case of shortage of a parcel bill, a duplicate is prepared, a copy of which is sent to the exchange office of origin of the dispatch.

5. The office of exchange which receives from a corresponding office a parcel which is damaged or insufficiently packed must redispach such parcel after repacking, if necessary, preserving the original packing as far as possible.

If the damage is such that the contents of the parcel may have been abstracted, the office must first officially open the parcel and verify its contents.

In either case, the weight of the parcel will be verified before and after repacking, and indicated on the wrapper of the parcel itself. That indication will be followed by the note " Repacked at . . . . . ", and the signature of the agents who have effected such repacking.

*Article 20.* — ACCOUNTING.

1. At the end of each quarter, each Administration makes up an account on the basis of the parcel bills.

2. These accounts, accompanied by the parcel bills and, if any, copies of verification notes relating thereto, shall be submitted to the examination of the corresponding Administration in the course of the month following the quarter to which they relate.

3. The recapitulation, transmission, examination, and acceptance of these accounts must not be delayed, and the payment of the balance shall take place, at the latest, at the expiration of the following quarter.

4. The balance resulting from the adjustment of the accounts between the two Administrations is paid by a sight draft drawn on New York, or by some other means mutually agreed upon by correspondence. The expenses of payment are chargeable to the debtor Administration.

*Article 21. — MISCELLANEOUS NOTIFICATIONS.*

The Administrations of the two countries shall communicate to each other all items necessary for carrying out the exchange of parcels.

These Regulations shall come into operation on the day on which the Parcel Post Agreement comes into force and shall have the same duration as the Agreement.

Done in duplicate and signed at Washington, the 16th day of March, 1939, and at Berlin, the 6th of February, 1939.

(Seal) James A. FARLEY,  
*Postmaster General of the United States of America.*

(Seal) OHNESORGE,  
*Deutscher Reichspostminister.*

I hereby certify that this is a true and complete textual copy of the original Agreement between Germany and the United States of America concerning the exchange of parcel post in all the languages in which the original was signed at Berlin, February 6th, 1939, and at Washington, March 16th, 1939.

James A. Farley,  
*Postmaster General.*

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