# DHL EXPRESS TERMS AND CONDITIONS OF CARRIAGE

("Terms and Conditions")

**IMPORTANT NOTICE**

**When ordering DHL's services you, as "Shipper", are agreeing, on your behalf and on behalf of the consignee of the Shipment ("Consignee") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.**

**"Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means DHL chooses, including air, road or any other carrier. A "waybill" shall include any Shipment identifier or document produced by DHL or Shipper automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost. (Please see below for further information). "DHL" means any member of the DHL Express Network.**

## 1 Customs Clearance and Regulatory Compliance

DHL may perform any of the following activities on Shipper's or Consignee's behalf in order to provide services: (1) complete any documents, amend product or service codes and advance any duties, taxes or other regulatory charges required under applicable laws and regulations ("Customs Duties"), (2) act as Shipper's or Consignee´s true and lawful agent or designate a customs broker to perform export control and customs clearance and (3) redirect the Shipment to Consignee's customs broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorized. Shipper or Consignee will provide any extra authorization required by applicable law for DHL to clear a Shipment.

## 2 Unacceptable Shipments

A Shipment is deemed unacceptable if:

- it contains complete firearms, ammunition, explosives, explosive devices or test pieces, air guns, replica or imitation firearms; counterfeit goods; cash; bullion (of any precious metal); live animals, prohibited animal parts or remains, such as ivory; human remains or ashes; loose precious or semi-precious stones; cannabis or its derivatives; or illegal goods, such as narcotics or other illegal drugs,
- it is classified as hazardous material, dangerous goods, prohibited or restricted articles under ADR (European Road Transport Regulation on dangerous goods) or by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), or other relevant organization ("Dangerous Goods"),
- it contains any other item which DHL cannot carry safely or legally,
- the address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,

- Shipper, Consignee or any other party with a direct or indirect interest in the Shipment is listed on any applicable sanctions lists as a denied or restricted party.

## 3 Deliveries and Undeliverables

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Consignee's address given by Shipper but not necessarily to the named Consignee personally. Shipments to addresses with a central receiving area will be delivered to that area.

DHL may notify Consignee of an upcoming delivery or a missed delivery. Consignee may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a DHL Service Point.

If the Shipment is deemed to be unacceptable as described in Section 2, it has been undervalued for customs purposes, Consignee cannot be reasonably identified or located, or Consignee refuses delivery or to pay Customs Duties or other Shipment charges, DHL shall use reasonable efforts to return the Shipment to Shipper. This shall be at Shipper's cost. If it is not possible to return the Shipment, it may be released, abandoned, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else. DHL shall have the right to destroy any Shipment if DHL is prevented by any law or law enforcement agency from returning it in whole or in part to Shipper, as well as any Shipment of Dangerous Goods.

## 4 Inspection

DHL has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

## 5 Shipment Charges, Duties and Fees

DHL's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by DHL to confirm this calculation.

Payment of Customs Duties and other charges due as indicated on DHL's website in the receiving country may be requested from Consignee prior to delivery. This includes a fee if DHL uses its credit with the Customs Authorities or pays any Customs Duties on Consignee's behalf. Shipper shall pay or reimburse DHL for all Customs Duties and other charges due for services provided by DHL or incurred by DHL on Shipper's or Consignee's behalf if Consignee has failed to pay.

## 6 DHL's Liability

6.1 DHL's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 22 Special Drawing Rights per kilogram (approximately $US 30.00 per kilogram).

Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.

For cross border Shipments transported by road, DHL's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately $US 11.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 or make its own insurance arrangements.

DHL's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL's attention.

6.2 DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these schedules are not binding and do not form part of the contract. DHL is not liable for any damages or loss caused by delay, but for certain Shipments, Shipper may be able to claim limited delay compensation under the Money Back Guarantee terms and conditions, which are available on the DHL website (https://mydhl.express.dhl/be) or from DHL Customer Service.

## 7 Claims

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

## 8 Shipment Insurance

DHL may be able to arrange insurance for loss of or damage to the Shipment, covering the full value of the goods, provided that Shipper so instructs DHL in writing, including by completing the insurance section of the waybill or using DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

## 9 Circumstances Beyond DHL's Control

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DHL; any act or omission by a person not employed or contracted by DHL - e.g. Shipper, Consignee, third party, customs or other government official; third party cyber-attacks or other information security related threats; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, epidemic, pandemic, civil commotion, or industrial action.

## 10 Shipper's Representations, Warranties and Indemnities

Shipper shall indemnify and hold DHL and its directors, officers, employees and agents harmless from and against all and any liabilities, losses and damages arising out of Shipper's failure to comply with the following warranties and representations:

- the Shipment is acceptable for transport under Section 2 above,
- the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to DHL,
- Shipper has complied with applicable export control, sanctions, customs laws and regulations or other applicable regulatory requirements and restrictions related to the import, export, transit or transfer of goods,
- Shipper has declared to DHL any controlled dual-use or military goods subject to government authorizations contained in the Shipment,
- Shipper has provided all information, permits, licenses or other government authorizations and documents, as required by applicable law or upon request from DHL, and all information, permits, licenses or other government authorizations and documents provided by Shipper or its representatives are true, complete and accurate, including the value and description of the goods and Shipper and Consignee information,
- when providing personal data to DHL, Shipper has complied with its legal obligations to process and share this data, including informing the affected individuals that personal data, including Consignee's email address and mobile phone number, is required for transport, customs clearance and delivery.

## 11 Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

## 12 Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

## 13 Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

## 14 Mediation

If Shipper or anyone else with an interest in the Shipment is not satisfied with DHL's response to a claim, Belgian law allows an application to the Office of the Ombudsman for the postal sector: Koning Albert II-laan 8 bus 4, 1000 Brussel, tel. 02 221 02 20.

**Further information is available on the DHL website (https://mydhl.express.dhl/be ) and the relevant country site or from local DHL Customer Service.**