

The company Kingscliffe Distribution Montenegro d.o.o. Aerodrom Golubovci, Balijace bb, Podgorica, registration number 02303337 (hereinafter referred to as: DHL) represented by a country manager Sinisa Milutinović, is making the following:

General terms and conditions for postal services  
(hereinafter referred to as: „General terms and conditions“)

„Sender“, confirms in its own name and on behalf of the shipment recipient (hereinafter referred to as: „Recipient“) and all other persons interested in a shipment to agree that these General terms and conditions shall be applicable. The „Sender“ and „Recipient“ are „Users“ of DHL services.

The „shipment“ means all shipments transported under one bill of lading and which may be transported in any manner selected by DHL, including air, road or any other way of transportation.

The „Bill of lading“ (certificate of shipment receipt) includes all identification marks of the shipment or documents created by automated DHL systems or senders, like labels, bar code, waybill or bill of lading as well as all electronic versions of them. The bill of lading must include all elements on the basis of which identity of shipment may be determined such as name and address of the recipient, number of shipment, date of receipt, mass, value, description of content, postage charged and other data on the shipment.

Each shipment is transported on the basis of a limited liability as stated in these General terms and conditions for postal services. If the sender requires higher protection, insurance may be organized against additional compensation. DHL means each member of DHL Express network.

## **1) Postal operator**

### **1.1 Title and seat of the postal operator**

DHL in Montenegro operates under the business name.

The business name: Kingscliffe Distribution Montenegro d.o.o.

The headquarters of DHL is located at the address Golubovci Airport, Balijace bb, Podgorica.

## **2) Postal Services**

DHL provides commercial postal services in the international and domestic postal traffic.

DHL provides the following types of postal services in the international traffic:

**Export services** mean transportation of the shipment up to a certain time on a "door to door" principle worldwide through DHL integrated network.

- **DHL Express international postal traffic of documents and parcels (DHL Express Worldwide DOC and NONDOC)** – this service means delivery of the shipment by the end of the working hours on the first possible working day worldwide.
  - o Minimum billing mass: 0.5kg
  - o Minimum dimensions: no limitations
  - o Maximum dimensions of a piece (part of shipment) : 120x80x80cm (length x width x height)
  - o Maximum dimensions of a pallet: 120x80x80cm (length x width x height)
  - o Maximum mass of the non-palletized shipment: 70kg
  - o Maximum mass of a pallet: 300kg
  - o Maximum mass of a shipment: 1.000kg

- **DHL Express 12:00** – this services means “ door to door” delivery of shipments in the international traffic to all large business centers worldwide, by 12:00 p.m. on the first possible business day.
  - o Minimum billing mass: 0.5kg
  - o Minimum dimensions: no limitations
  - o Maximum dimensions of a piece : 120x80x80cm (length x width x height)
  - o Maximum dimensions of a pallet: pallets are not acceptable
  - o Maximum mass of the non-palletized shipment: 70kg
  - o Maximum mass of a pallet: pallets are not acceptable
  - o Maximum mass of a shipment: 300kg
  
- **DHL Express 9:00** - this services means “ door to door” delivery of shipments in the international traffic to all large business centers worldwide, by 9:00 a.m. on the first possible business day.
  - o Minimum billing mass: 0.5kg
  - o Minimum dimensions: no limitations
  - o Maximum dimensions of a piece : 120x80x80cm (length x width x height)
  - o Maximum dimensions of a pallet: pallets are not acceptable
  - o Maximum mass of the non-palletized shipment: 30kg
  - o Maximum mass of a pallet: pallets are not acceptable
  - o Maximum mass of a shipment: 300kg
  
- **DHL Express in a standard envelope (DHL Express Envelope)** – this service enables the international “door to door” delivery of shipments containing documents by the end of the next possible business day.
  - o Minimum billing mass: 300gr
  - o Maximum billing mass: 300gr
  - o Minimum dimensions: no limitations
  - o Maximum dimensions: 35x27.5x0.5cm

**Import services** means transport of the shipment on a “door to door” principle worldwide through DHL integrated network.

- **DHL Express international import traffic of documents and parcels (DHL Import Express Worldwide)** – this service means taking over

of shipments in most of the countries comprised by DHL network, transportation to a certain destination and delivery of a shipment to a stated address, by the end of the first possible business day, at a predetermined postage paid by the recipient or a third party. The list of countries comprised by this service is at [www.dhl.me](http://www.dhl.me).

- Minimum billing mass: 0.5kg
- Minimum dimensions: no limitations
- Maximum dimensions of a piece: 120x80x80cm (length x width x height)
- Maximum dimensions of a pallet: 120x80x80cm (length x width x height)
- Maximum mass of the non-palletized shipment: 70kg
- Maximum mass of a pallet: 300kg
- Maximum mass of a shipment: 1.000kg

DHL provides the following types of postal services in the domestic traffic:

- **DHL Express domestic postal traffic - (DHL Domestic Express 18:00)**
  - this service means delivery of shipments on a "door to door" principle in Montenegro, by the end of the following business day, in accordance with the operational plan of DHL company.
- Minimum billing mass: 0.5kg
- Minimum dimensions: no limitations
- Maximum dimensions of a piece: 120x80x80cm (length x width x height)
- Maximum dimensions of a pallet: 120x80x80cm (length x width x height)
- Maximum mass of the non-palletized shipment: 70kg
- Maximum mass of a pallet: 300kg
- Maximum mass of a shipment: 1.000kg

Types of shipments DHL transports by providing services defined by this article are: shipments the content of which is not forbidden for shipment in the international and domestic traffic. Content of the shipment must be in accordance with the customs regulations of the country it is sent to.

Other services provided by DHL are:

**Optional Services:**

- **Delivery of shipments on Saturday** – This service means delivery of

shipments to a selected areas as per the postal code which have the possibility of delivery on Saturday, in countries where Saturday is not a business day.

- **Customs and paid taxes (DTP/DDP)** – This service means invoicing of import duties, against additional payment of customs duties and taxes occurred at the destination. The service is charged to the sender or a third party.
- **Change of the billing account number** – A request of the client for the change of the billing account number in relation to the account number specified at the bill of lading.
- **Correction of address** –The surcharge is charged for each shipment which due to incorrect address may not be delivered at the destination. DHL will try to find out the right address to deliver the shipment.
- **Delivery receipt** - DHL provides a written evidence that a shipment was delivered in the form of a copy of the recipient's signature or a report on delivery. Delivery receipts are available at DHL website and through electronic applications.
- **Proactive shipment tracking** – this service means that DHL tracks a shipment from the moment it is picked up by a courier to the moment of its delivery which implies detailed information during the transportation as well as information on arrival of a shipment at a certain destination. The same information are available at DHL website and through electronic applications.
- **Signature of the recipient** – DHL provides to a sender to get a proof that a shipment was delivered to the recipient or the authorized representative at the delivery address.
- **Packagings** - mean DHL's wrapping material appropriate for sending items of all allowed forms and sizes. The wrapping material includes bags for packing, cardboard envelopes for documents, boxes of various sizes, tubes, boxes for bottles.

#### **Surcharges:**

- **Surcharge for international transportation** – it is based on a monthly

average of the jet fuel price and is charged for each shipment. The surcharge index in % is calculated based on the price as per the shipment weight. If the shipment has the following surcharges: delivery of shipments on Saturdays or delivery/taking over to/from a distant area or the surcharge for shipments of the non-standard mass or dimensions or surcharges for non-stackable shipments or the surcharge for increased risk, the surcharge index in % is calculated on surcharge as well. DHL website provides information on the currently valid surcharges for the international transportation ([www.dhl.me](http://www.dhl.me)).

- **Delivery to a distant area / taking over from a distant area in the international traffic**- distant or harder to reach area is the final destination which, due to its location and remoteness requires additional resources and is difficult to service. The surcharge is calculated and charged as per the kg of the billing mass of the shipment. The list of postal codes or in the absence of the postal code of the delivery place for which the surcharge is paid is at DHL's website [www.dhl.me](http://www.dhl.me).
- **Surcharge for transportation of hazardous substances** – the surcharge is charged in case the shipments contain hazardous substances and goods which are allowed in acceptable quantities and which implies a special type of handling.
- **Surcharge for transportation on dry ice - Dry Ice UN1845** – the surcharge is charged when the shipment is transported on dry ice.
- **Surcharge for transportation of biological substances - UN3373** –the surcharge is charged when handling and transportation of a shipment implies transportation of a biological material.
- **Surcharge for transportation of lithium ion batteries I, II (PI965)** – the surcharge is charged at the transportation of shipments containing only Lithium ion batteries in accordance with the appropriate IATA instructions PI965, section II. DHL Express shall not accept shipments for which it is known or suspected to contain damaged or defective batteries.
- **Surcharge for transportation of lithium ion or lithium metal batteries** – the surcharge is charged when transporting shipments contain lithium ion or lithium metal batteries, in accordance with the appropriate IATA

instructions PI966 and PI969, section II. DHL Express shall not accept shipments for which it is known or suspected to contain damaged or defective batteries.

- **Surcharge for shipments of non standard mass or non standard dimensions** - the surcharge is charged for a) each individual piece more than 70 kg weight; b) on each individual piece or palletized shipment whose any dimension exceeds 120 cm in the domestic and international postal traffic.
- **Non-stackable shipments surcharge** - the surcharge is charged on each individual piece or pallet on which, due to its shape, package or content is not possible to dispose other goods.
- **Elevated risk surcharge**- the surcharge is charged on each shipment delivered or taken over in the country where DHL operates under higher risk due to the state of war, riots or constant terroristic threats.
- **Delivery to the area under UN sanctions** - the surcharge is charged for transportation of shipments/packages whose content is not treated as documents, to the area under UN sanctions.
- **Surcharge for filling the bill of lading** - the surcharge is charged on any shipment delivered to DHL with hand filled bill of lading.
- **Emergency situation surcharge** - the surcharge for emergency situations enables DHL to substitute part of operational costs increase and necessary adjustments of the air network due to the emergency situation. It is charged from April 1, 2020 to all shipments in the international traffic over 2,5 kg.

### **Customs clearance and warehousing:**

#### **DHL Express customs clearance services:**

- Import customs clearance in a regular procedure for physical persons up to five appointments
- Import customs clearance in regular procedure for legal persons worth up to 400 € up to five appointments
- Import customs clearance in a regular procedure for legal persons beyond

400 € up to five appointments

- Export customs clearance in a regular procedure up to five appointments
- Each following appointment over five appointments (export/import)
- Mediation at inspection authorities
- Official preview of goods
- Service of import procedure for calculation of VAT (third group for physical persons)
- Procedure of customs warehousing of goods J7
- Temporary export
- Service of re-forwarding of goods (transit procedure)
- Re-export
- Usage of a bank guarantee of the customs debt value in the amount of up to 1.000 € (DHL reserves rights of this service acceptance)
- -Service of a direct exemption from the customs duties for physical persons
- -Transportation of goods under customs surveillance

### **DHL Express warehousing services:**

- Service of warehousing and warehouse manipulation for shipments up to 100 kg mass
- Service of warehousing and warehouse manipulation for shipments more than 100 kg mass
- Purchase of a bill of lading
- Customs declaration service

### **3) Electronic solution which are not charged**

Free electronic solutions provided by DHL for preparation and transport of shipments are electronic solutions having online and offline options as well as integrated solutions.

- **MyDHL+** - application with intuitive interface for import, export, taking over scheduling, tracking shipment and payment of transportation expenses. The link to approach the application is at [www.dhl.me](http://www.dhl.me).
- **DHL.com** - DHL websites are the complete guide through products and services of DHL. DHL's website provides information on news referring to



services and transportation solutions, contact information and online applications for a simple preparation of shipments, scheduling terms for a courier arrival and calculator of volumetric mass.

- **DHL Easyship** – advanced offline application for clients who need to send a large number of shipments, clients with regular shipment needs while meeting needs of multinational chains of supply. DHL Easyship is the application based on the Windows operating system and is very simple for usage, supporting, at the same time the needs of clients for large shipment of promotional materials and multiphase processes of shipments sending.
- **Integrated business solutions** – usage of various IT solutions enables the customer to integrate its business systems with some of DHL's applications. Integrated electronic applications provide easier preparation of a bill of lading and other transport documentation, as well as easier access to information about the transit time, pricelist of services and time of courier arrival. At the same time, they provide to clients tracking of shipment status at any moment.

#### **4) Territory on which DHL performs postal services**

The territory on which DHL performs postal services in the international traffic is shown on the list of countries contained in the price list for postal services, which is regularly updated on DHL website ([www.dhl.me](http://www.dhl.me)).

The territory on which DHL performs its postal services in the domestic transport is the territory of Montenegro.

The list of DHL affiliates is constantly being updated at DHL's website. ([www.dhl.me](http://www.dhl.me)).

#### **5) Manner and conditions of performing postal services**

##### **5.1. Rights, obligations and responsibilities of users**

Rights and obligations of users are defined as follows:

The user is responsible for the selection of a postal service which is appropriate to the

nature, content and actual value or significance of the postal shipment.

If the user prepares the bill of lading independently, it is obliged to specify clearly on the bill of lading the title, that is, name and surname of the recipient, the exact address of the recipient and a contact phone, and to exactly specify at the shipment title, that is, its name and surname, the exact address and a contact phone. If a bill of lading does not contain these data, DHL, that is, an employee at the shipment reception is obliged to require from the user to remove the observed malfunctions in addressing. If the user does not act in accordance with the request, DHL may refuse the reception of such a shipment.

If a bill of lading is prepared by the employee of DHL, the user is obliged to deliver information about nature, content, actual value or significance of the postal shipment, and name and surname of the recipient, exact address of the recipient and a contact phone, that is, its name and surname, exact address and a contact phone. DHL is not responsible for the accuracy of data received by the user.

The user is obliged to deliver the package to DHL adequately packed and it is the only one responsible for the package of shipment both domestic and external in a manner to protect the content of the shipment, other packages, employees handling the shipment as well as the equipment and means used when handling the shipment. The shipment must be packed to provide the inviolability of the content and secrecy of data.

It is always necessary to use the good quality corrugated cardboard for packages. For fragile or heavy items, it is recommended to use the double or triple wall constructions.

It is necessary to pay attention to specification of the producer providing information about the construction and firmness of the box. In accordance with the weight of the shipment, it is necessary to select the appropriate package.

It is necessary to completely fill the empty space inside the box to avoid movement of the content during transportation which may cause damages not only of the content but the box as well.

If the content is a bulk substance, it is necessary to secure the package (bag or similar) so that the content is not spoiled and to pack it afterwards in the adequate box for transportation of shipments.

The shipments containing liquid are packed in the package provided for that which in case the sender does not own it may be provided and charged by DHL.

It is necessary to use the pressure sensitive adhesive tapes such as propylene tapes (brown plastic tapes), vinyl adhesive tapes (duct tape), fiber reinforced paper tapes (adhesive tapes). Avoid usage of crepe paper tapes, cellophane tapes and twines.

Shipments containing fragile contents or special type of goods must specially be packed and designated in a visible manner.

Users may be provided with postal service through a proxy. The power of attorney may be issued for reception and delivery of all shipments or for individual postal shipment. The power of attorney issued by authorized bodies is valid for the period stated in the power of attorney or for indefinite period of time (until revocation). The power of attorney issued for certain period of time shall cease by the expiration of time for which it has been issued or for other reasons, in accordance with general provisions on the power of attorney. The power of attorney may not be issued to a person who is not literate or a person who is not able to sign it for any reason. When executing rights from the power of attorney, the proxy is obliged to present, at the request of DHL employee, the power of attorney to DHL employee and prove its identity.

The user authorizes DHL for taking over all actions for transportation of a shipment.

The user is obliged to pay the postage and all other expenses in accordance with the Price list.

The user warrants that a content and value of each shipment corresponds to declared content and value.

The user is obliged to inform DHL about the content of shipment which may endanger safety of persons, goods or cause damage.

The user is obliged to deliver to DHL on a timely basis all necessary documentation, certificates, and documents following the shipment and to provide all information in relation to it, as well as to act in accordance with the appropriate customs and other regulations of the state the shipment is sent to or from, that is, the transit country.

The user is responsible to provide and deliver all necessary documentation, apart from the bill of lading and completely, correctly and precisely fill it, in accordance with valid laws, regulations and rules, including but not limiting to customs regulations, regulations of the country the shipment is sent from, laws of the country in which the shipment is sent to, and laws of the countries through which the shipment passes (transit). In case the sender does not provide and deliver all necessary documentation (including the bill of lading) or does not fill it completely and/or correctly and/or accurately, DHL is not responsible towards the sender or the recipient for the expense or delay which is caused by the sender's mistake.

The user agrees with travel directions and turns which includes the possibility the shipment to be transported through incidental stations.

When the customs authority or other competent bodies keep the international shipment due to any of the above stated reasons, DHL shall first inform the sender.

If the local legislation requires the recipient to deliver information or documentation and the recipient does not deliver it within the term determined by the competent authority or within the term which, according to the concrete case is determined by DHL, the shipment shall be considered undelivered in the sense of provisions of these General terms.

The user is obliged to compensate and protect DHL from claims, responsibilities or expenses which could possibly occur due to non-compliance with regulations, made by the sender, in the country or abroad, which refer to the shipment.

If the recipient does not deliver the required information or documentation, and if the local law allows the sender to deliver it, DHL may require/gain the requested information from the sender.

If the sender does not deliver the requested information or documentation within the term determined by the competent body or within the term which, according to the

concrete case, is determined by DHL, the shipment shall be considered undelivered, in the sense of provisions of these General terms.

The user has other rights and obligations, as provided by these General terms.

DHL is not responsible for the inability to complete the initiated delivery due to incomplete, incorrect, untrue or missing documentation, regardless of the fact that it has informed the recipient or sender about it.

DHL has the right to collect expenses or administrative fees resulting from the procedure of acquiring the complete, correct, true or necessary documentation.

### **5.3. Rights, obligations and responsibilities of DHL**

DHL has the obligation to inform users, in the appropriate manner, on types of postal services and their basic characteristics. Information about types of postal services and their basic characteristics is available at DHL's website ([www.dhl.me](http://www.dhl.me)).

DHL is obliged to provide postal services with the care of a prudent businessman, in accordance with the Law and these General terms.

DHL has the right to charge the postage in advance, in accordance with valid Price list, unless otherwise provided by the Agreement on rendering services concluded with the user.

DHL is obliged to provide, when performing postal services, inviolability of secrecy of postal shipments. Inviolability of secrecy of postal shipments is violated if the postal operator:

- 1) Delivers the postal shipment to an unauthorized person, in an unauthorized manner finds out the content of the postal shipments, keeps it or hides it.
- 2) Provide to unauthorized person data on the content, sender, recipient or other data on shipments.

The principle of inviolability of secrecy of the postal shipments may be violated on the

basis of court order when it is necessary for conducting the criminal procedure or protect safety of Montenegro and competent customs authority, by opening or temporary confiscation of the shipment.

DHL has the right and obligation to require from the user to remove the shortages in addressing and if the user fails to act in accordance with this request, it is obliged to refuse the reception of the shipment.

DHL has the right and obligation to refuse the reception of the shipment if evaluates that the packaging in which the shipment is placed does not comply with the nature and content of the shipment, that is, if it may not provide the inviolability of the content and secrecy of data during the transport or may cause damages of other shipments, equipment or injuries of employees.

DHL reserves the right to determine the route of the shipment in a manner it considers appropriate, in accordance with orders of the sender specified in the Bill of lading.

DHL has the right to refuse the reception of the shipment or gives up the transport prior to commencement of transport if the shipment contains goods which are forbidden for transportation. DHL is not responsible for the content of the shipment (in the sense of the transport of the shipment containing the legally forbidden content).

DHL has the right for compensation regarding the performed service of shipment transport. DHL is obliged to deliver a bill to the sender following the performed service, unless the service was paid in advance.

On the basis of the request of the competent authorities and according to their decision, DHL has the right to opening and inspection of the shipment content by commission and shall not bear any responsibility for that.

DHL has the right to refuse the transport of the shipment if the shipment does not fulfill conditions as regards the form and dimensions, for the air transportation.

DHL may, on behalf of the sender or recipient, perform any of the following activities, for providing its services:

- (1) to fill in any documents, correct production or service codes and pay all taxes, duties or penalties on the basis of valid laws and regulations ("Customs fees");
- (2) to act as a forwarder of the sender for the purposes of customs and export control, and a recipient as well, only for the purposes of appointment of the customs mediator who will perform customs clearance and import and
- (3) to redirect the shipment to customs mediator of the recipient or another address, upon request of any person DHL considers to be authorized.

In cases when DHL employee at the reception of a shipment estimates that a package the shipment is packed at does not correspond to the nature and content of the shipment, that is, that it may not provide the inviolability of the content and secrecy of data in a manner provided by the law and General terms and conditions with reference to the section relating to the shipment package, it may refuse the reception of such a shipment.

DHL has other rights and obligations provided by the General terms.

## **6) Shipment receipt**

The receipt of postage shipments is performed in DHL premises or through the authorized person of a postal operator at the address of the user.

DHL may have insight into the content of the shipment at the receipt, prior to its closing and a sender is obliged to provide the insight. All shipments, including those for which it is not possible to make insight into the content, are subject to the security inspection using the x-ray device and the explosive detection device.

DHL is obliged to mark each received shipment and a document referring to that shipment by date of receipt and its identification mark.

When receiving the postal shipment, the sender must be issued the bill of lading.

Manipulative documents on the shipment and following the shipment must include all data and a bill of lading.

### **7) Identity determination**

DHL, that is, DHL employees are obliged to inspect the personal document of a user with a photo on the occasion of receipt and delivery of all shipments.

### **8) Procedure and delivery method**

Information on the receipt of the international shipment which is subject to the customs procedure- DHL informs the recipient by e-mail or a telephone call prior or following the receipt of the shipment in the customs warehouse of DHL.

Shipments may not be delivered to a PO Box. Shipments are delivered to the address of the recipient provided by the sender. If the recipient is not found at the address, the shipment may be delivered to a grown up member of a household located at the same address or a person employed in the business premises of the recipient. If DHL did not find the recipient at the address specified, it shall leave a report on the attempted delivery of a shipment. The shipments which are sent to the addresses having the central receiving point shall be delivered at that central point.

The shelf life of the postal shipment which is delivered at DHL office is 7 (seven) days from the date of the shipment receipt at the office. The shelf life of the shipment in the international and domestic traffic for which delivery was attempted and which was not delivered is 20 days. The shelf life of shipments under customs surveillance is 20 days, in accordance with customs regulations.

The recipient or adult member of the household may take over the shipment in DHL premises after delivering the report on attempted delivery for inspection to the employee of the postal operator, submit personal documents with the address the shipment is addressed to.



When delivering the shipment, the recipient, in case it is a physical person, shall confirm the reception of the shipment by its signature.

If the recipient is the legal entity, the receipt on shipment delivery shall sign a person at the address of the legal entity which is authorized to receive the shipment, by a signature and/or seal.

If a recipient is a legal body, shipments shall be delivered to a person authorized to receive or a person authorized by the recipient.

The recipient may refuse, by an explicit statement, the receipt of the shipment or international postal shipment arrived in the customs warehouse of DHL immediately after receiving the notification on shipment arrival from DHL.

Shipments addressed to the lawyer may be delivered to a person employed at the law office.

Postal shipments for physical person who also has the name of the legal entity in the address may be delivered to that legal person (mediation) located in the address of the recipient.

All postal shipment except those burdened by customs and other duties may be delivered by mediation.

Shipments addressed to persons under guardianship, persons in custody or persons serving a prison sentence, may not be delivered to the recipient, nor other persons, if the requested authority has submitted such a request.

These shipments are delivered to:

- for persons under guardianship- its guardian,
- for persons in custody – investigative body,
- for persons serving a prison sentence- to a warden of a prison or penitentiary or correctional facility- in which a person is located or to a person authorized by the warden for receipt of shipments.

Upon request of the recipient or authorized person, DHL is obliged to issue a bill for the charged amount of customs and postage.

Damaged and repacked shipments are delivered to the recipient, legal representative or authorized person in DHL's premises or at the address of the recipient. The record on shipment damage made in accordance with a Section 11 of these General terms and conditions is delivered upon request of the user.

### **9) Terms to deliver postal shipments**

The deadline for delivery of the postal shipment is the time from the receipt of a postal shipment to its delivery. The deadlines for delivery of shipments in the international postal traffic are approximate, not binding and in accordance with recommended transit times depending on a destination of the shipment delivery.

The shipments in domestic postal traffic are delivered as soon as possible, on the next business day and in accordance with DHL operational plan and may, exceptionally, be made on a specific day or within terms defined between DHL and the user.

The following are not included in the deadlines for delivery of postal shipments:

- 1) Delay time due to incomplete and incorrect address or lack of documentation accompanying the shipment;
- 2) Delay time due to force majeure;
- 3) Non-working days and days when delivery of international postal shipments is not performed;
- 4) Delay time caused by local customs procedures;

DHL is not responsible for delay which is not caused by its mistake.

### **10) Prohibited content in postal shipments**

It is forbidden to send postal shipments containing the following:

- 1) Dangerous and harmful substances as well as items which may endanger health and lives of people and damage other postal shipments except for

substances in relation to which the treatment is regulated by a special law, international convention and other international acts;

- 2) Narcotics and psychotropic substances, except when the sender and recipient are authorized for their trade, that is, use;
- 3) Human remains or ash in any form;
- 4) Hunting (animal) trophies, parts of animals like ivory and shark fins, animal remains or ashes or animal by-products or derived products which are not intended for human consumption, forbidden for transportation by CITES Convention and/or local law;
- 5) Illegal merchandise such as counterfeit goods and narcotics;
- 6) Complete firearm, ammunition, explosive/explosive devices, air weapons, replicas and all kinds of firearms imitations;
- 7) Materials of pornographic or erotic character showing the sexual exploitation of children ( child pornography), that is, sexual activities of people relating to animals and necrophilia;
- 8) Products or substances which may damage other postal shipments or postal equipment due to its nature or package, that is wrapping;
- 9) Money, coins, banknotes and other securities, precious and semi-precious stones and valuable pieces of jewelry;
- 10) Live animals (including mammals, reptiles, fish, invertebrates, amphibians, birds, larvae and spiders);
- 11) Objects whose import is forbidden in the country to which it is sent;
- 12) Other substances, that is, items whose sending is forbidden by other regulations;

When it is determined that a postal shipment contains forbidden items, DHL is obliged to place it, without delay, in a safe zone with controlled access and inform about it the competent authority, in accordance with valid regulations.

### **11) Defective shipments**

If the appearance of the shipment indicates that the content of the customs shipment is visibly damaged or reduced (for example: torn shipment, hollow shipment, visual or audible signs of damage of the shipment content), DHL shall initiate a request for prior customs inspection of the shipment, in accordance with valid customs regulations. The shipment must be opened by a commission after which a record shall be made and signed by DHL and present competent customs officer. If the recipient disputes correctness of the shipment, and the said defect is described in the record from previous paragraph of this article of General terms, DHL is obliged to refer the recipient, for the protection of its rights, to the complaint procedure, in accordance with the law and these General terms.

If there is a reasonable suspicion that the import shipment contains suspicious content ( for example psychoactive substances which are prohibited for import into Montenegro), the competent customs authority shall be informed in whose presence the content of the shipment shall be opened and inspected.

The authorized forwarder of the recipient of the shipment, for the shipment subject to compliance with customs regulations of Montenegro, may, upon receipt of the complete documentation for customs clearance of the shipment, in case of doubt, initiate the request for prior customs inspection, in accordance with valid customs regulations with the competent customs authority, about which it shall inform the customs authorities. The preliminary inspection shall be attended by an authorized forwarder, customs officers and employees of DHL responsible for customs warehouse.

Following the opening of the shipment and inspection of correctness and/or quantitative content of the shipment, the authorized forwarder shall make the note which is sent to the competent customs authority for verification after which the goods may be customs cleared and officially import in the territory of Montenegro, and send further for delivery to the recipient.

The inspection may be initiated systematically (risk analysis) or by the customs officer. If the inspection is initiated systematically (risk analysis), after the inspection is completed, the customs officer must enter a note in the customs system. If the inspection was initiated by the customs officers, the record shall not be created.

The customs officer performs the customs inspection that is the customs inspection of the shipment and submitted customs declaration. If the customs officer requires, the shipment may be re-measured and determined mass compare to data from the customs declaration.

If the inspection reveals that the content of the shipment is spoiled, damaged or destroyed or in any other manner unusable, a damage report is made by DHL employees.

The record is made in one original copy on the appropriate form and copies are made for the user and DHL. The original copy of the record is kept by the customs authority on which it is entered the appropriate note on the determined status of the shipment content.

## **12) Subsequent treatment of postal shipments**

In case of the unsuccessful delivery of registered postal shipment, the postal operator is obliged to leave the shipment arrival report containing the information within what period and where the recipient may take over the postal shipment.

Unless otherwise specified by the sender, the postal shipment may be returned to the sender if:

- 1) the recipient refuses to accept the shipment;
- 2) the recipient is unknown;
- 3) incomplete address;
- 4) incorrect address;
- 5) shelf life is expired;
- 6) the recipient has been relocated;
- 7) the recipient has died;

In such cases, the postal operator is obliged to return shipments from the previous paragraph of this Chapter. For shipments to be returned to the sender the full return postage shall be charged. Return of the shipment shall be made within 20 days from the date of the unsuccessful delivery of the shipment due to the reason from the previous paragraph of General terms.

The postal shipment is considered undeliverable if:

- 1) the shipment is not possible to be delivered neither to the recipient nor to the sender

After obtaining approval from the sender that the undeliverable shipment may be destroyed the postal operator shall initiate the inspection of the undeliverable shipment by commission and destroy it or deliver to the custom officer for confiscation.

- 2) The shipment has arrived without the bill of lading

The postal operator shall initiate the inspection by commission of the undeliverable postal shipment which implies its opening. If, after the commission inspection, the postal shipment may not be delivered to the recipient or returned to the sender, the postal operator shall keep the postal shipment in accordance with the Law and the retention period defined by this chapter.

- 3) There is a decision of the competitive authority

Under a decision of the competitive authority, the postal operator shall deliver the undeliverable shipment to the competent authority.

The undeliverable shipments are kept in a safe and secure way in the zone of controlled access.

The shipment retention periods are:

- 20 days for shipments containing the customs goods,
- maximum 90 days for all other shipments (documented and shipments outside the customs surveillance).

Following the expiration of the terms from the previous paragraph of these General terms and conditions, the shipment shall be returned to the sender.

### **13) Billing of postal services**

The postage is the price which the User shall pay to DHL for performance of services and additional services in relation to shipments.

The fee for the execution of postal services (postage) is determined by the price list containing service prices which are determined: on the basis of the type of the service, type of a package, mass (volumetric mass) and destination.

The price list is located on a visible place in the premises of DHL for users of postal services or is delivered to the user in the written and/or electronic form.

DHL is obliged to provide, upon request of the user, the valid price list.

DHL reserves the right to calculate additional fees for customs clearance, forwarding or accompanying services against the customs clearance of the international postal shipment.

All postal shipments are subject to payment of return postage and storage if DHL is not responsible for its non-delivery.

As a rule, the postage is paid in advance, in accordance with the valid price list, unless otherwise provided by the agreement on services rendering concluded with the user.

When calculating the postage, DHL shall use the standard method for calculating the volumetric mass of the shipment of the International air transport association (IATA). The postage is calculated and charged by a large mass (volumetric or actual mass of a shipment). The formula to calculate the volumetric mass:  $\text{length} \times \text{width} \times \text{height} \text{ (cm}^3\text{)} / 5000 = \text{volumetric mass (kg.)}$

The fee belonging to DHL, pursuant to the approved bill of lading and in accordance with the and valid price list does not contain: insurance premiums, customs and other fees charged by interested countries, customs and border fees, storages, warehouse expenses....

DHL may pay, on behalf of the user, fees and taxes incurred after the completion of the customs procedure, after which the user is obliged to refund the expenses on the basis of incurred duties and taxes, in accordance with the payment deadline specified on the invoice issued on this basis. If the user does not pay fees and duties within the specified term, DHL reserves the right to legally claim reimbursement of these expenses based on incurred duties and fees.

Reduction and/or release from payment of the postage is made on the basis of a decision of DHL manager or when a contract on services rendering has been concluded with the user, in the following cases:

- 1) During promotions.
- 2) For certain clients, considering their reference, importance, shipment value...
- 3) In other special cases (for example: settlement with a client, tender...).

#### **14) Deadlines for storage of manipulative documents**

Deadlines for keeping the manipulative documents:

DHL is responsible to keep the manipulative documents as follows:

1. Monetary documents (bills for performed postal services) — 10 years
2. Bill of lading (acknowledgement of receipt) — 3 years
3. The list of delivery evidences — 3 years
4. Services rendering agreements — 10 years after the expiration (termination) of it
5. Documentation for performing customs operations is kept within terms provided by the Customs law.
6. In case of a litigation on a case, manipulative documents related to that case are kept until the final termination of the litigation.



## **15) Complaint procedure and claims of shipments**

Delivered shipment with no objection from the recipient is a presumption, with no contrary evidence, that it has been delivered in good condition and in accordance with the transport document.

If the user considers that the shipment has not been delivered to the recipient or that it has been delivered with a delay, that especially agreed obligation has not been fulfilled or not fulfilled completely, it may file a complaint within 60 (sixty) days in the domestic and international postal traffic, starting from the date when DHL accepted the shipment.

In cases of damages or reduction of the postal shipment content, the user may make a complaint on the next business day at the latest and within 60 days from the date of the shipment delivery at the latest submit a claim for compensation and file a complaint to the Agency.

The complaint is submitted by the sender or a recipient of the shipment as a user of DHL service which relates to service rendered.

The complaint is submitted in written form or electronically or by phone. The complaint is submitted in written form immediately in any DHL office in Montenegro or electronically on email for complaints: [info-me@dhl.com](mailto:info-me@dhl.com).

The complaint should contain a date of submission, number of a postage shipment, name, surname and address of the sender and recipient as well as data on the shipment value, if the complaint subject is the valuable shipment.

The response on received complaint shall be given by DHL as soon as possible, not later than 8 days from the date of the complaint receipt. The complaint receipt must contain a clear statement with the appropriate explanation.

In case of complex complaints, when due to objective reasons DHL is not able to resolve the complaint of the User within legal terms, it is obliged to notify the user of the extension of a deadline and new deadline for the complaint resolving. Only one extension of the complaint resolving deadline as per the same request is possible.

The deadline to resolve the accepted complaint may not be longer than 15 days from the date of the complaint submission.

DHL is obliged to keep record on received complaints in the electronic form and to keep it at least two years from the date of the complaint submission.

The user may file an objection to the Regulatory agency for electronic communications and postal services against a decision of the postal operator on the rejection of the complaint within 15 days from the date of the complaint decision receipt.

The user may file an objection to the Agency for non-delivery of a decision on the submitted complaint as well.

The complaint to the Agency does not exclude the right to court protection in accordance with the Law.

## **16) Conclusion of a contract on services rendering**

These General terms and conditions are primarily intended to all DHL users, provided that a Service agreement is signed with individual users, which, in certain provisions, may be in compliance with the Law on postal services.

The service agreement shall be considered concluded following the signature of the Service agreement between the parties to the agreement in written or electronic form, in accordance with the Law governing electronic documents.

Parties to the agreement are DHL and User of the service.

By signing the agreement, it is considered that user was aware or must have known these and conditions at the time of the Agreement concluding and that he agreed with it.

An integral part of the Service agreement is the non-transportable Bill of lading issued by DHL for each individual shipment, and conditions of contracting at the reverse side of each Bill of lading.

The sender is responsible for the accuracy of data from the Bill of lading regardless of whether the data were entered by him personally or by DHL on the basis of data sent to it by the sender.

In case the Service agreement was not concluded with the user, it is signed the Bill of lading and shall be deemed to be in force the Access agreement and all provisions of these General terms and conditions shall apply.

## **17) Responsibility of DHL**

### **17.1. Responsibilities for shipments in the domestic traffic**

In case of loss or complete or partial damage of the shipment content or excess of the term for transport and delivery of the shipment in the domestic traffic, responsibility of DHL is limited:

1. For loss or complete damage of the valuable postal shipment- the amount specified on the shipment increased by the postage charged pursuant to the value and ten times the amount of postage charged for that shipment less postage by value;
2. For partial damage or reduction of the content of the valuable postal shipment- the amount of determined part of the damage or reduction of the content, provided that the amount may not exceed the amount which would be paid on the basis of item 1 of this paragraph;
3. For loss or complete damage of registered postal shipment- ten times the amount of charged postage.
4. For partial damage or reduction of the content of registered postal shipment- amount of determined part of a damage or reduction of the content, provided that the amount may not exceed the amount which would be paid on the basis of item 3 of this paragraph;
5. For unexecuted, incomplete or incorrectly performed postal service of registered postal shipment- five times the amount of postage charged;
6. For exceeding the deadline for delivery of registered postal shipment- three times the amount of postage paid.

Indirect damage or loss of prospective profit shall not be taken into account when calculating the compensation for damage.

DHL is obliged to compensate the damage defined by this section to the user who paid the postage for transport of that shipment.

## **17.2. Responsibilities for shipments in the international traffic**

Responsibility of DHL in relation to the shipment transported by air (including the accompanying road transport or way stations) is limited by acts of the Universal postal union, Montreal convention or Warsaw convention whichever is applicable or, in the absence of such a convention, to lower of the following amounts: (i) current market or reported value or (ii) 19 Special drawing right per kg (around 26,00 USD per kg). Such limitations are also applicable to other modes of transport except when shipments are transported only by road when the below limitations are applicable.

For shipments transported across the border by road, responsibility of DHL is limited or shall be considered limited by the Convention on the Contract for the international carriage of goods by road (CMR) to the lower of the following amounts:

current market or reported value, or (ii) 8.33 Special drawing rights per kg (around 14,00 USD per kg).

If the sender considers amount related to compensation of damage insufficient, it has to make the special declaration of value and ask for the insurance as described in the section 19 or independently organize insurance.

Responsibility of DHL for shipments in the international traffic is strictly limited to direct loss and damage of the shipment and exclusively within limits per kg defined in this section. All other types of loss and damage are excluded (including but not limiting to lost profit, income, interest, future work), whether such loss or damage is special or indirect or even if DHL was made aware of the risk of such a loss or damage.

DHL will make every reasonable effort to deliver the shipment in accordance with DHL terms of delivery defined in section 9 of these General terms and conditions. DHL is not responsible for any damage or loss due to delay caused by force majeure, failure of the user or circumstances beyond DHL's control specified in the section 18. of

these General terms. Indirect damage or loss of prospective profit is not taken into account when calculating the compensation for damage.

The sender could for certain shipments have the right to claim the limited delay fee on the basis of provisions and conditions of the money back guarantee, which may be found on DHL's website ([www.dhl.com](http://www.dhl.com)) or received by calling DHL's Customer service department.

## **18) Circumstances beyond the control of DHL**

DHL shall not bear responsibility for any loss or damage resulting from circumstances beyond DHL's control. It includes, with no limits, electric or magnetic damage or deletion of electronic or photographic images, data or recordings; any defect or characteristic in relation to the nature of the shipment even if DHL was familiar with them; any action or failure of a person who is neither employed at DHL nor in the contractual relationship with DHL – sender, recipient, third party, customs or other state officer; "force majeure"- for example earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riots, civil riots or strike, with the exception of a potential strike of DHL employees.

## **19) Insurance of shipment**

DHL may be able to organize insurance covering the value in case of loss or damage of the shipment, provided that a sender delivers such instructions to DHL in written form. The insurance of shipment does not cover the indirect loss or damage, or loss or damage caused by delay.

## **20) Guarantees of the sender**

The sender shall compensate damage to DHL and release it from liability for any loss or damage in connection with the fact that a sender did not act in accordance with the following guarantees and obligations:

- That all information delivered by a sender or its representatives complete and true;
- That shipment is acceptable for transport, in accordance with provisions of these General terms and conditions;

- That shipment is prepared in safe premises by reliable persons and protected from the unauthorized contact during the preparation, storage or any kind of transport to DHL;
- That a sender acted in accordance with all applicable customs, import and export laws and data protection laws, sanctions, embargo and other laws and regulations; and
- That a sender acquired all necessary agreements in relation to data on a person which are delivered to DHL including data on recipient which are necessary for transport, customs and delivery, like e-mail and mobile number.

## **21) Governing Law**

Any dispute arising from or in connection with these General terms and conditions is subject to, in favour of DHL, non-exclusive competence of courts and laws of the country of the shipment origin. The sender and shipment are hereby irrevocably subject to the competence of such a court and law, except if this is contrary to applicable law.

## **22) Separability of provisions of general terms and conditions**

Nullity or impossibility of applying any provision of these General terms and conditions will not affect other parts of these General terms and conditions.

## **23) Transitional and final provisions**

On the day these General terms and conditions entering into force, Special terms and conditions dated November 2011 shall cease to be valid.

In Podgorica ,

October 2020.

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Sinisa Milutinović  
Country manager