

**TERMS AND CONDITIONS OF TRANSPORT BY DHL EXPRESS  
("TERMS AND CONDITIONS")**

**IMPORTANT NOTICE:**

By contracting the services of DHL Express México, S.A. de C.V. (hereinafter DHL) with current address at Avenida Fuerza Aérea Mexicana Numero 540, Col. Federal, Alcaldía Venustiano Carranza, Ciudad de México, CP. 15700, with RFC DEM8801152E9, you as "Consumer" and/or "Shipper", are agreeing, on your behalf and on behalf of the consignee of the Shipment ("Recipient") that each Shipment is transported in accordance with the following Terms and Conditions, which are also reproduced on the reverse side of the waybill that will document each and every Shipments entrusted onto DHL, the legal nature of the following contract is an adhesion contract

"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. "Waybill" means any Shipment identifier or document which must be produced by DHL's automated systems and can be printed or included onto the Shipment by the Shipper or DHL through a label, barcode, waybill or consignment note, or any other electronic version thereof. Each Shipment is transported on a limited liability in accordance with the present document. If the Shipper requires greater protection, then the service Protection of the Value of the Shipment may be arranged at an additional fee. DHL means any member of the DHL Express network.

**1. Customs Clearance and Compliance with Norms**

DHL may perform any of the following activities on behalf of the consumer and or it's Shipper and/or Recipient for the purpose of providing its services: (1) complete any documents, modify product or service codes and advance the payment of any duties, taxes or other regulatory charges required by law and regulations ("Customs Duties"); (2) act as a customs broker to perform export control and customs clearance; and (3) redirect the Shipment to the Receiver's customs broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorized to do so. Consumer and/or Shipper and/or Receiver shall provide DHL any additional authorization required by law for DHL to clear a Shipment.

**2. Unacceptable shipments**

A Shipment is considered unacceptable ("Unacceptable Shipment") if:

- a) It contains false products, domestic or foreign lottery tickets or advertisements, infectious biological hazardous materials and waste, psychotropic and narcotics, cannabis or its derivatives or illegal products such as narcotics or other illegal drugs, real or imitation firearms or their reproductions, air guns, explosive devices, explosives and ammunition or test pieces, as well as its parts, live animal parts or remains of prohibited animals, perishables, ingots of any precious metal, money, negotiable and/or bearer securities, precious or semiprecious stones; human remains or ashes, works of art, pornography, counterfeit items, illegal items such as ivory or any other whose transportation requires specific permission or is restricted by any particular law or the Guide itself. The Consumer and/or Shipper agrees that DHL has no knowledge of the contents of the Shipments consigned for transportation, and the Consumer and/or Shipper relieves DHL from any liability to arise from the transportation of prohibited Shipments at the present section.
- b) It is classified as a hazardous material, dangerous goods, prohibited or restricted article by ADR (European Road Transport Regulation on dangerous goods), or by IATA (International Air

Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods), or other relevant organization ("Dangerous goods");

- c) It Contains any other items that DHL cannot safely or legally transport.
- d) The address is incorrect, or not adequately indicated or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling.
- e) The Sender, Recipient, or any other party with a direct or indirect interest in the shipment is included on any applicable list as a denied or restricted party.

The Shipment Guide once generated has a validity period of 7 natural days for its use, so the Shipper or Consumer must provide DHL the shipment with the corresponding Shipment Guide within that time frame, otherwise DHL will not be obliged to provide the service.

### **3. Deliveries and delivery impossibilities**

Shipments cannot be delivered to post office boxes or postal codes. Shipments will be delivered to the Recipient's address provided by the Sender and/or Consumer, but not necessarily to the person indicated as the Recipient. Shipments to addresses with a central receiving area will be delivered to that area.

DHL may notify the Recipient of an upcoming delivery or a missed delivery. The Recipient may be offered alternative delivery options, such as delivery on another day, delivery without signature, redirection of the shipment or pick-up at a DHL Service Point. Shipper may exclude certain delivery options upon request. DHL's responsibility for the shipment terminates once the shipment has been delivered to the destination address or when delivery is not possible due to reasons beyond DHL's control (force majeure, non-payment of duties by the Consumer or Shipper, non-compliance with legal requirements by the Consumer or Shipper regarding the shipment, incorrect or incomplete address, unacceptable shipments, etc.).

If the Shipment is deemed unacceptable under Section 2, is undervalued for customs purposes, if the Receiver cannot reasonably be identified or located, or the Receiver refuses to pay the customs duties and/or other charges on the Shipment, DHL will use its reasonable efforts to return the Shipment to the Shipper at the Shipper's expense. If the Shipment cannot be returned, it may be abandoned, destroyed, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else. DHL shall have the right to destroy any Shipment which is prevented by applicable law or agency from being returned in whole or in part to Shipper, as well as any Shipment of Dangerous Goods.

### **4. Inspection**

DHL reserves the right to open and inspect a Shipment without prior notification to the Shipper, for security reasons, customs, or any other regulatory reasons.

### **5. Shipping Price and Fees**

DHL's Shipment charge is calculated based on actual or volumetric weight, whichever is greater, and any piece may be re-weighed and re-measured by DHL to confirm this calculation. The volumetric weight = Length X Width X Height in CM / 5000. This is a standard method used in the cargo and airfreight industry as per IATA Resolution. The applicable rates will be those published on the website [www.dhl.com.mx](http://www.dhl.com.mx) or those given in writing by DHL to the Consumer and/or Shipper, which may be modified at any time and without prior notice by DHL.

Additional charges may be generated for the provision of services, which are detailed in the Service and Price Guide that DHL publishes at <https://www.dhl.com/mx-es/home.html> or the one that replaces it as its official webpage, you may also request additional services.

Payment of customs or import/export duties or charges and other charges generated in the country of Destination may be required from the Recipient prior to its delivery.

The amounts referred to in the past paragraph include payment of amounts paid by DHL if DHL uses its credit with the customs authorities or pays any amount on behalf of the Recipient. Shipper must pay or reimburse DHL for all duties and other charges due for services rendered by DHL or incurred by DHL on Shipper's or Recipient's behalf in case that Shipper or Recipient does not pay them. If the Consumer and/or Shipper and/or Receiver do not pay the amounts described above, DHL will be unable to deliver the shipment.

## **6. DHL's Liability**

6.1 DHL's liability in respect of any shipment transported is limited to the amount equivalent to 30 (THIRTY) UNITS OF MEASUREMENT AND UPDATE (UMA), according to the value issued by the NATIONAL INSTITUTE OF STATISTICS AND GEOGRAPHY (INEGI), except in the case of force majeure, DHL shall have no liability whatsoever.

If the Shipper considers these limits as insufficient it may either acquire the Shipment Value Protection Service as indicated in Section 8 or contract its own insurance.

DHL's liability is strictly limited to direct loss and damage to the Shipment and to the limits per Shipment specified in these present Terms and Conditions. All other types of loss or damage such as, but not limited to, loss of profits, loss of interest and future business, indirect or consequential damages, whether such loss or damage is indirect or special consideration, and even if DHL has been warned of the risk of such loss or damage are excluded.

6.2 DHL will use its reasonable capacity to deliver the Shipment in accordance with DHL's usual transit times, but these transit times are not considered binding and do not form part of the contract. DHL is not liable for loss or damage caused by delay, but only for Shipments for which transportation was requested and paid for on a guaranteed delivery service, Shipper may seek limited compensation for delay in accordance with the Return Guarantee terms and conditions which are available on DHL's website or from DHL Customer Service.

## **7. Claims**

All claims must be submitted in writing to DHL within thirty (30) days from the date DHL accepted the Shipment, failing which DHL shall be relieved from all liability. Claims are limited to one per Shipment and settlement of which shall be full and final for all loss and damage in relation with such Shipment.

## **8. Shipment Value Protection**

The Shipper may be able to arrange Shipment Value Protection to cover the full value of the self-declared Shipment in the event of loss or damage to the Shipment, as long as the Shipper so indicates to DHL, including by completing the Shipment Value Protection section of the Shipment Guide, or through DHL's automated systems, as well as to cover the corresponding additional cost for such protection service, which shall be calculated based on the Shipper's self-declaration of value and the rates established for such purposes in the Service and Pricing Guide.

Shipment Value Protection does not cover indirect loss or consequential damages.

In the event that the Consumer and/or Shipper has covered the above protection amount, DHL shall be liable up to the creditable amount of the goods transported by DHL or the value declared by the Consumer and/or Shipper, whichever is less.

If Shipper fails to contract or pay for Shipment Value Protection in accordance with this paragraph, DHL's liability for the integrity of the Shipment shall be bound by the terms established in paragraph 6.

#### **9. Circumstances Beyond DHL's Control**

DHL is not liable for any loss or damage arising from circumstances beyond DHL's control. These circumstances include but are not limited to the following: electrical or magnetic damage to electronic images or photographic images, data or recordings or the erasure of the aforementioned items; any defects or characteristics related to the nature of the Shipment, even if these are known to DHL; any acts or omissions by persons not employed or contracted by DHL, Shipper, Recipient, third parties, customs or other governmental representatives, attacks related to computer security including cyber-attacks; "Force Majeure", "Force Majeure" or "Force Majeure", including cyber-attacks; "Force Majeure". Shipper, Receiver, third parties, customs or other government representatives, attacks related to computer security including cyber-attacks; "Force Majeure" - such as earthquakes, theft, hurricanes, storms, floods, fog, war, plane crashes, disturbances, embargoes, epidemics, pandemics, civil commotion or industrial action.

#### **10. Sender's representations, warranties, and indemnity.**

The Shipper shall indemnify and hold DHL and its directors, representatives, agents, suppliers, employees and agents harmless from and against all liability, controversy, loss and damage arising out of Shipper's unfulfillment of the following declarations and guaranties.

- a) All information provided by the Shipper, or its representatives is complete and accurate;
- b) The shipment is acceptable for transportation in accordance with Section 2;
- c) The Shipment was prepared in secure premises by reliable personnel and was protected from against unauthorized interference during preparation, storage and any transportation to DHL;
- d) The Shipper or Consumer has complied with applicable export control regulations, sanctions, customs rules and regulations or other regulatory requirements and restrictions related to the import, export, transit, or transmission of the products, as well as data protection, sanctions, embargoes; and
- e) The Shipper or Consumer has declared to DHL any military or dual-use goods contained in the shipment subject to government clearance.
- f) The Shipper or Consumer has provided all information, permits, licenses or other governmental authorizations and documents as required by law or upon request from DHL, and all information, permits, licenses and other governmental authorizations and documents provided by the Shipper or its representatives are true, complete, and accurate, including the value and description and the goods and shipper and receiver information.

- g) In the event that personal data is providing to DHL, the Shipper or Consumer has complied with its legal obligations to process and share such data, including informing the data subjects that personal data (including the recipient's email and telephone number) is required for transportation, customs clearance and delivery.

#### **11. Routing**

The Shipper recognize that the Shipment may be transported by any route and may be diverted, including the possibility of stopping at intermediates.

#### **12. Applicable Legislation**

Any dispute arising out of or related to these Terms and Conditions shall be subject to the jurisdiction of the applicable law in Mexico City. The sender irrevocably submits to such jurisdiction, unless otherwise provided by applicable law. Notwithstanding, if the applicable law allows a choice of jurisdiction or law, it will be determined by DHL.

#### **13. Nullity and ineffectiveness**

If any of the clauses or parts thereof are null and void or ineffective, the rest of the Terms and Conditions not affected by the nullity or ineffectiveness shall remain in force.

For more information, please refer to the DHL website or contact DHL Customer Service Department.