

GENERAL CONDITIONS FOR THE PROVISION OF THE POSTAL SERVICES OF DHL INTERNATIONAL ROMANIA SRL (Postal Terms and Conditions)

When ordering the services of **DHL INTERNATIONAL ROMANIA S.R.L** (hereinafter called DHL) you, as "Shipper", agree, on your behalf and on behalf of anyone else with an interest in the Postal Shipment that these Terms and Conditions mentioned below shall apply from the time that DHL accepts the Postal Shipment unless otherwise agreed in writing with an authorized officer of DHL, through an agreement with the shipper/integrator which does not prejudice mandatory legal provisions.

1. Scope of the Services

DHL shall provide postal services as per the certificate issued by Ancom, having as object domestic and international shipments, on RO territory, attesting the legal right to provide postal services based on the general authorization conditions.

2. Conditions on the acceptance of postal shipments

Rules regarding the Postal Shipment relating to the conclusion or performance of the contract for the delivery of postal services:

2.1 In order for the postal shipment to be collected and delivered to its destination under the best circumstances, Shipper must observe the recommendations/conditions about the packaging and preparation of the postal shipment:

Shipper must take into account the size of the shipment and the packaging options as well as the specifications as for the weight limits on the used packaging materials as overfilled packages can give in, the boxes with a very heavy content can tear or break, etc.

The packaging of the postal shipments can be made using wooden/cardboard boxes, envelopes, plastic packaging materials, prisms etc. according to the nature of the goods making the object of the postal shipment, so that it will protect the goods.

The quality of the packaging materials is very important and, consequently, no damaged boxes or packages will be used; if necessary, filling materials must be used, the resistance and durability of the chosen packs must be taken into account; in case of reusing the boxes, they must not contain the old labels or stickers; presents should be repacked as their decorative packaging is not appropriate for their delivery; cushioning materials must be used in order to avoid loss of postal shipment content; fragile objects must be protected with cushioning materials all around them, flat fragile objects must have protection separators, informatics discs must be protected with special bubbles materials, the sharp edges of the goods must be protected with supporting, well secured material; valuable goods must be protected with double cardboard packs for the valuable goods; the corners of the wooden boxes must be checked/secured and the lid must be well closed (sealed).

Applying the "Fragile" and "Handle with Care" stickers involves DHL giving increased attention to the handling of the postal shipments but it does not exempt Shipper from providing proper packaging of the postal shipment for the protection of the goods.

As for the packaging of liquids, powders, lithium batteries, we recommend that the liquids be stored in sealed containers (metallic boxes), protected with light materials such as polystyrene and sealed in plastic bags, the viscous, fat materials or those with a strong smell must be sealed with self-adhesive tape, the powders in plastic bags, sealed and then the bag must be introduced in a rigid (like MDF box), etc.

The packaging conditions, as well as the DHL advice concerning the preparation of a shipment, the recommended steps for the packaging, examples about labels, seals, stickers which may be used by the shipper are available on the DHL website, at this address: http://www.dhl.ro/ro/express/expediere/sfaturi_expediere/packaging_advice.html.

2.2. The shipper should fill-in the name and address of Receiver, including details as : Person/Company name, delivery address (DHL does not deliver to P.O. boxes), postal code, country, contact person, telephone, fax / e-mail ; the name and address of Shipper, details as account number of Shipper (if the case), contact person, Shipper's reference (maximum 32 characters, out of which only the first 12 will appear on the invoice), address, postal code, telephone, fax or e-mail (required) will be mentioned on the waybill accompanying the postal shipment.

2.3 Postal Shipment shall be deemed unacceptable if (i) it is classified as (contains) hazardous material, dangerous objects, prohibited or restricted goods by International Air Transport Association, International Civil Aviation Organisation, European Road Transport on Dangerous Goods or any competent governmental department or other relevant organizations;(ii) no customs declaration is made when required by applicable customs regulations;(iii) it contains counterfeit goods, animals, bullions, currency, tax parcel/stickers, bearer negotiable instruments, precious metals and gems, real or imitation firearms, parts thereof, weapons, explosives and ammunition, human remains, pornography or illegal drugs), (iv) it is not packed according to the conditions established by DHL or the packaging is defective or inadequate, the packaging of the postal shipment displays inscriptions that infringe public order or good manners or the the postal item consists of goods which are against the public order or good morals, if submitted unwrapped or in transparent wrap

2.4. Postal Shipments cannot be delivered to PO boxes or postal codes. Postal Shipments are delivered to the Receiver's address given by Shipper to Shipper personally or to the authorized person to receive the postal shipment. Postal Shipments to addresses with a central receiving area will be delivered to that area. If the Postal Shipment it has been undervalued for customs purposes or Receiver cannot be reasonably identified or located, or Receiver refuses delivery,

DHL shall return (applying the tariffs from the public commercial offer) to the sender or the integrator, the registered postal item which could not be delivered to the receiver from one of the following causes:

- a) the address of the receiver does not exist or there is no building or recipient box at the address where the postal item should be delivered or any service available for the delivery of the postal item;(b) the receiver or the person authorised to receive the postal item have not been found at the indicated address, and the term for keeping the item at the contact point where personnel is located has expired;(c) the receiver or the person authorised to receive the postal item refused to receive the postal shipment.

The Postal Shipment shall be returned on Shipper cost, inside DHL delivery times(to be calculated from binding keeping period/ delivery try)to shipper address or to DHL services points.

2.5. DHL can use an electronic device to obtain proof of delivery and the shipper agrees not to object on the fact that DHL is using printed copy as proof of the electronic storage.

2.6. The payment for postal service charges can be done: by Shipper / Receiver / Third Party; in Cash / by Cheque / Credit Card / Money Order.

2.7. DHL's Postal Shipment charges are calculated according to the higher of actual or volumetric weight.. Shipper shall pay or reimburse DHL, as per the case, for all Postal Shipment charges, ancillary charges, duties and taxes owed for services provided by DHL or incurred by DHL on Shipper's or Receiver's or any third party's behalf and all claims, damages, fines and expenses caused by the postal shipment, generated by the nature of the goods making the object of Postal Shipment or any other circumstances DHL was not aware of.

2.8. The calculation formula for the volumetric weight of the shipment: $(L \times l \times h)/5000$. (the length, the width, the height are set in centimeters and the weight in kg).

3. Retention period of the postal shipments

In case the Postal Shipment cannot be delivered to the Receiver, the retention period of Postal Shipments for delivery to Receiver is five (5) days subsequent to the notification of Receiver. **The retention period for shipments that have not been delivered to Receiver or returned to Shipper is nine (9) months from the date of their /submission,** retention not subject to supplementary costs.

If during the 9 months' time the Postal Shipment is revoked neither by the Shipper nor by the Receiver, it shall be considered abandoned and shall pass to DHL property without any notice or any prior formality it will become DHL property and it may be released, disposed of or sold by DHL without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

4. Quality conditions

DHL will make every reasonable effort to deliver the Postal Shipment according to DHL's regular delivery schedules. DHL is not liable for any consequential damages.

DHL shall comply with the delivery times provided for Express services, as they were established by the law, namely Decision 313/2017, respectively in the case of the internal postal shipments, the delivery times shall not exceed 12 hours for same city delivery, 24 hours cities inside the same county, 36 hours between any other two cities; for international delivery, the delivery times afferent to express services having as object international postal shipments differ according to the country, according to appendix 1, but the term the international postal item collected from Romania is in Romania will not exceed the limits provided above; for the the cross-border postal items collected on the territory of Romania and which are to be delivered to a receiver located in one of the Member States of the European Union or the European Economic Area the guaranteed times, expressed in hours, corresponding to the period when the postal item is outside the territory of Romania are composed from the tranzit times (appendix 1) and the time of the destination country, which shall not be more than 168 hours.

Times established for domestic postal shipments, not subject to Express services, are two working days.

The delivery time afferent to the postal services, having as their object international postal shipments is different according to the destination, being made up of: (i) the times established for domestic postal

shipments (two working days) + (ii) the transit times in the DHL network specified in Appendix [1] + (iii) the time afferent to the destination country (maximum 7 business days 168 hours for remote areas).

The term inside the shipper can ask the proof of the submission into postal network of an insured item service is 9 months from the submission date, DHL shall communicate the proof inside a 10 working days term from the request date, through a method agreed with the shipper /integrator (fax, e-mail) without supplementary charges to be applied to the shipper. The maximum value accepted of the declared value is 50000 Euro (RON equivalent) and amounts exceeding this value could be accepted through separate agreements.

DHL liability

5.1 DHL Liability for providing the postal services in case of theft, loss, damage, destruction is governed by applicable international conventions and/or by the applicable national law (as Ordinance 13/2013 chapter VIII: Postal shipment suppliers are liable for the domestic postal shipments as follows:.

a) in case of loss, theft or total damage:

1. for the entire stated value, for a postal shipment which is declared value service;
2. with 10 times the service transport fee, for the shipments which are not declared value services;

b) In case of loss or partial destruction or damage:

1. for the declared value of the missing, damaged or destroyed part, mentioned in the inventory, for open submitted postal shipments which are declared value services;
2. a share corresponding to the missing weight of the declared value, for open submitted postal shipments which are declared value services;
3. for 10 times the service fee, in case of partial loss, partial destruction or damage of the postal shipments which are not declared value services.

5.2 For the amounts mentioned at letter a) and b) adds the penalty legal interest resulting from the moment the previous claim is submitted or, accordingly, the moment of the sue petition is filed, whichever comes first.

The total loss of the content is equivalent with the loss of the postal shipment.

If the Shipper declared a smaller value than the real one, the indemnity is at the level of the declared value.

Except for the indemnities mentioned at 5.1. the fees charged at the submission of the postal delivery will be refunded as well.

DHL is liable for international postal shipments in accordance with international agreements to which Romania is a party. If there are no international agreements, the above mentioned provisions (for domestic shipments_) apply.

5.4 DHL is not liable for any circumstantial damages.

A. The only responsibility for the delays will be the refunding of 1% of the fees actually paid to the delivered postal services for each 12 hours of delay.

B. As a facility, also in the case of the late postal shipments, DHL offers money-back guarantee for some services, which provides for a credit or total or partial refund of the services fees for the postal shipment. The Money-Back Guarantee Terms and Conditions are available on the DHL website (www.dhl.com) or from DHL Customer Service. The Money-Back refund guarantee mentioned in this article applies only in case the liability for delay established in the previous article (point A). Has not and will not be called upon the refunds from A and B) cannot be cumulated.

Shipper shall indemnify and not hold DHL harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and representations: (i) all information provided by Shipper or its representatives is complete and accurate; (ii) the Postal Shipment was prepared in secure premises by Shipper's employees; (iii) shipper employed reliable staff to prepare the Shipment; (iv) Shipper protected the Postal Shipment against unauthorized interference during preparation, storage and transportation to DHL; (v) the Postal Shipment is properly marked, addressed and packed to ensure safe transportation; (vi) all applicable customs, import, export and other laws and regulations have been complied with; (vii) the commercial offer DHL including general Terms and Conditions for postal services delivery constitute binding obligations of Shipper.

6. DHL liability extends;

6.1. DHL provides declared value services whose particularities consist in providing postal items against loss, theft, total or partial destruction or damage, for an amount that may not exceed a value declared by the sender, and the issue, upon request, proof of postage submission.

DHL can arrange insurance for Shipper covering the declared value in respect of loss, theft, destruction, damage, of or physical damage to the Postal Shipment, provided the Shipper completes the insurance section on the front of the waybill or requests it via DHL's automated systems and pays the applicable premium.

6.2. DHL offers to its customers this additional service applying a percentage fee of the declared value of the good subject to postal shipment; the service is activated only if required by the shipper and is filled-in the appropriate box on the consignment note is checked and after the payment afferent to this service is made, , namely a payment equal to 1 % of the declared value of the shipment, with a 45 Ron minimum value for air transport and 90 Ron for road, plus VAT rate. Insurance is optional for the Shipper.

The insurance of the postal shipment does not cover indirect losses and damages as a result of delay, loss, total or partial damage of the Postal Shipment or losses due to the failure of the Customer to comply with the obligations under these T&C.

6.3. If the following conditions are met : (i) subject to shipments collected from Romania having destination to countries outside EU are documents(eg: certificates, identity documents), (ii) the shipper selects this option, or request it via DHL automated systems and pays the fix fee 18 RON, the liability of DHL in case of loss, theft, partial or total destruction of a postal shipment is represented by the fix amount 1800 ron (including service charge).

7. Customs, Exports and Imports

DHL may perform any of the following activities on Shipper's behalf in order to provide its services: (1) complete any documents, amend product codes, and pay any customs duties or taxes required under applicable laws and regulations; (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver's agent for the purpose of designating a customs broker to perform customs clearance of the postal shipment and ensure its entry into the country, and (3) redirect the postal Shipment to Receiver's import broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorized to place such requests.

8. 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 of data or recordings; any defect or characteristics related to the nature of the Postal Shipment;; any action or omission by a person not employed or contracted by DHL e.g. Shipper, Receiver, third party, Customs or other Government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog; war, plane crash or embargo; riot or civil commotion; industrial action.

9. Routing

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

10. Claims

10.1. Claims may be submitted by Shipper or Receiver. The claim must be submitted by the applicant personally, at the public services points or at the headquarter, by post through postal service(receipt confirmation) by telephone or by e-mail addressed to Customer Service department or online to www.dhl.ro;

10.2. All claims shall be submitted to DHL within 6(six) months from the date the Postal Shipment was accepted by DHL; the claim shall be registered into DHL electronic claim system.

10.3. The receipt of the claim shall be confirmed in the same manner as registered and in case of on-line complaint, by automat answer at the moment of transmitting the complaint.

10.4. The term for solving a claim (including claim analyze, response communication and damages granting) shall not be more than three months from the claim submission, on condition that within the 30 (thirty) days term from the claim submission all the required documents respectively acceptable evidences and setting options for claims (cash/bank account- with indications on the necessary data) to be submitted to DHL.

Accepted evidence depending of the eventCopy of the carriage document (AWB), Copy of invoice and Proof of payment; receipt/money order, damage report, packaging, content, if applicable, etc.

10.5. If the customer is not satisfied with the solution provided by DHL, he/she has the right to notify ANCOM or begin legal proceedings according to the Romanian legislation. According to the provisions set forth by the Ordinance no. 13/2013 on postal services, the time limit for submitting an application for summons is one year from the date the Postal Shipment was submitted or picked up by DHL without conditioned by the proof of prior claim

10.6 In case a postal shipment is delivered by several providers, the provider who delivered the postal shipment is forced to send the claims received to be solved to the provider who picked up the respective postal shipment.

10.7. In case of the claims solved favorably, The time limit for the prejudice and tariffs payment is 30 days from the date of finalizing the claim analyze without exceeding the 3 months term mentioned above. Indemnities shall be paid to the bank account of the natural person or legal entity subsequent to the notification of DHL regarding such bank accounts, or in cash, if the respective person does not have a bank account or have opted for the payment in cash

11. Severability

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

12. Data Protection

DHL is registered with the National Supervisory Authority for Personal Data Processing under no 17089 and the customer acceptance of DHL commercial offer including Terms and Conditions, by using DHL services, is implying customer consent that his personal data to be processed in accordance with Law no.677/2001.

In accordance with Law no. 677/2001, the customers have the right to access, to modify the data, not to be subject to an individual decision and the right to appeal to justice. Also, the customers have the right to be against the processing of the personal data and to request their deletion. In order to exercise these rights the customers can submit to DHL International Romania SRL, Customer Service Department, a written, dated and signed request; you can find the information at the address http://www.dhl.ro/ro/express/informatii_utile/operator_date_personale.html/
http://www.dhl.ro/en/express/resource_center/personal_data_protection.html.