



AGREEMENT TO TRANSPORT OF INTERNATIONAL CARRIAGE OF ALCOHOLIC BEVERAGES

Company Name: _____

Address: _____

Dear Sir/Madam:

You have advised DHL Express (USA), Inc. ("DHL")¹ that the company addressed above ("You," "Your" or "Your Company") desires to utilize DHL's services to transport only shipments of wine and/or other alcoholic beverage products ("the Items").

You are an Alcoholic Beverage Licensee. For purposes of this Agreement, an "Alcoholic Beverage Licensee" is an entity which holds all federal, state and local licenses and permits required for the manufacture and/or sale of alcoholic beverages, the transportation of which is contemplated by this Agreement, or the authorized shipping agent of such an entity.

You agree to package all shipments so as to ensure safe transportation in handling. You agree to comply with all requirements for labeling, packaging and shipping the Items as set forth in Title 49 of the Code of Federal Regulations and/or any other laws or governmental agency requirements that regulates such items. You have advised that the Items will be packed by you in the following manner:

- a. The packaging shall include a watertight primary receptacle. The primary receptacle shall be foam insulated.
- b. The packaging shall also include a watertight secondary packaging. You will place a material, cotton wool, for example, between the primary receptacle and the secondary packaging.
- c. The primary receptacle and the secondary packaging shall then be placed in a sturdy outside packaging constructed only of corrugated fiberboard, wood, metal, or plastic that shall be sufficiently reinforced.
- d. The package will be marked clearly designating the shipment as containing alcohol including a label.
- e. If the package is classified as containing dangerous goods you must seek approval through the Dangerous Goods department separately prior to shipment.

All packaging materials will be provided by you. In addition, you will mark all packages with the designation "U.S. EXPORT." Failure to package the Items as herein described is a material breach of this Agreement and shall relieve DHL of any and all liability for damage to the Items. Furthermore, you shall save, defend, indemnify and hold DHL harmless from any claim, loss, damage, fine, penalty, or injury whatsoever resulting from your failure to package the Items as herein described.

It is DHL's standard policy not to accept the Items for carriage, and this policy is enforced in DHL's Terms and Conditions of Carriage as published at www.dhl-usa.com or in the DHL Express Guide. DHL's Terms and Conditions of Carriage and any published revisions or updates thereto are an integral part of this agreement and are hereby incorporated into this agreement wherever reference is made to them to the extent as if they were set forth in full. DHL will to accept the Items from you, upon your express agreement that the Terms and Conditions of Carriage are modified for this agreement to include the Items.

¹ DHL includes DHL Express (USA), Inc. and its parents, affiliates, subsidiaries, officers, directors, agents and employees.

1. DHL shall accept the Items solely for transportation from U.S. origins and to those international destinations regularly served by DHL, and only in conformance with the rules and regulations of the origins and destinations applicable to transporting the Items. In the event that you consign any such shipments to DHL for transportation from origins or to destinations which prohibit the transportation of such Items, you shall save, defend, indemnify and hold DHL harmless from any loss, damage, fine, penalty, or injury, including claims of your Company or any third party.
2. You shall be responsible for all taxes, duties and any other monetary assessments imposed on the Items by any local, state, federal or international government or other taxing or regulatory authorities. You shall save, defend, indemnify and hold DHL harmless from any taxes, duties or other assessments incurred by DHL as a result of shipping the Items.
3. DHL's limitations of liability, as set forth in its Terms and Conditions of Carriage, shall govern and control each such shipment with respect to any loss, damage (including indirect and consequential damages), delay, misdelivery or nondelivery of any such shipment. Further, you waive any rights of subrogation which your insurance carrier(s) may have as a result of compensating you for any losses. You shall save, defend, indemnify and hold DHL harmless from any claim or demand for any damages whether incurred by you, by any of your customers, for your failure to pay applicable state and federal taxes, or for any damages incurred by DHL or any of its customers.
4. You shall further save, defend, indemnify, and hold DHL harmless from any claim, demand or penalty, including DHL or third party claims for personal injury or property damage, as a result of your tendering to DHL the Items.
5. DHL will not accept for transportation any Items which fall into the categories of Schedule I or Schedule II Controlled Substances (21 U.S.C. Section 812) ("Controlled Substances"), or which are considered to be hazardous materials under Department Transportation regulations 49 C.F.R. 171 et seq. or Dangerous Goods under International Air Transport Association (ATA) Regulations ("Dangerous Goods"). You may not tender for shipment any Item exceeding seventy percent (70%) alcohol by volume. The Items consigned to DHL for shipment that contain more than 24%, but less than 70% alcohol by volume must be bottled in receptacles with a total capacity of less than five (5) liters per Item. You agree to be responsible for assuring that no Schedules I or II Controlled Substances or Dangerous Goods are tendered to DHL for carriage. You will save, defend, indemnify, and hold DHL harmless from any claim, demand or penalty, including DHL or third party claims for personal injury or property damage and any claims by you or your consignee for shipping losses or damage as a result of your tendering to DHL any such Controlled Substances or Dangerous Goods.
6. At Your request and cost, DHL will provide Shipment Value Protection to you for the value of each shipment as declared by you up to a maximum value of U.S. Fifty Thousand Dollars (\$50,000.00). In the event you wish to obtain Shipment Value Protection for a declared value in excess of U.S. Fifty Thousand Dollars (\$50,000.00), such request would require advance approval from an authorized DHL employee.
7. DHL may cancel this Agreement at any time upon written notice to you.

If the foregoing meets with your approval and accurately expresses our understanding, please having an authorized officer of your Company execute the enclosed copy of this letter where provided for below, and return it at your earliest convenience to ***your current DHL Express Sales Representative.***

DHL EXPRESS (USA), INC.

By _____ / _____
[DHL Alcohol Compliance SIGNATURE] [Service Area]

By _____
[PRINT]

By _____ / _____
[Sales Rep/Requestor SIGNATURE] [Service Area]

By _____
[PRINT]

Date: _____

Accepted And Approved By Shipper:

Company _____

License Yes No

By: _____
[SIGNATURE]

By: _____
[PRINT]

[Title of Officer]

Account # _____