Forwarders Certificate of Receipt
Terms and Conditons

1. DEFINITIONS
1.1 Company means the person issuing this forwarders certificate of receipt, identified as the issuer on the front of this forwarders certificate of receipt.
1.2 Consignor means the person identified as the consignor on the front of this forwarders certificate of receipt.
1.3 Container includes any container, trailer, transportable tank, flat or pallet, or any similar article used to consolidate the Goods and any ancillary equipment.
1.4 Goods means the whole or any part of the cargo described on the front of this forwarders certificate of receipt and includes any packing or equipment not supplied by or for the Company.
1.5 Company Group means those companies ultimately owned in whole or controlled by DHL AG.
1.6 SDR means Special Drawing Rights as defined by the International Monetary Fund.

2. COMPULSORY LEGISLATION AND STATUTORY PROTECTION
2.1 In the event that any provisions herein contained are inconsistent with an international convention or national law which applies compulsorily to any element of the storage and handling of the Goods by the Company, those provisions, to the extent of such inconsistency, shall be null and void in relation to such element of the storage and handling of the Goods by the Company, but the remaining provisions of this forwarders certificate of receipt shall remain valid and enforceable.
2.2 Nothing in this forwarders certificate of receipt shall operate to limit or deprive the Company of any statutory protection, defence, exception or limitation of liability authorised by any applicable laws, statutes or regulations of any country.

3. CONSIGNOR'S WARRANTIES
3.1 The Consignor warrants to the Company as follows:

(a) in accepting this forwarders certificate of receipt, the Consignor agrees to be bound by all stipulations, exceptions, terms and conditions on the front and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Consignor;
(b) in accepting this forwarders certificate of receipt and agreeing to the terms hereof, the Consignor is, or is the agent of and has the authority of, the person owning or entitled to the possession of the Goods or of the person who is or may become interested in the Goods;
(c) the description and particulars relating to the Goods set out on the front hereof (i) have been checked by the Consignor on receipt of this forwarders certificate of receipt, and (ii) are full and accurate;
(d) the Goods contain no drugs, prohibited or stolen goods, contraband or other illegal material or substance or stowaways;
(e) the Goods have been properly and sufficiently prepared, packed, stowed, labelled and/or marked by or on behalf of the Consignor, and the preparation, packing, stowage, labelling and/or marking are appropriate to the storage, handling and any operations or transactions that may affect the Goods and are in compliance with all applicable laws; and
(f) the Consignor shall comply with all applicable laws, regulations, rules, requirements, directions, recommendations, guidelines of customs, port, import, export and other authorities.
(g) Consignor shall provide the total gross mass established using calibrated and certified equipment of each packed Container (FCL) or each package of Goods (LCL) in accordance with SOLAS. Consignor acknowledges and agrees that Company will rely on the accuracy and timeliness of such gross mass information and will use this to comply with its obligations in accordance with SOLAS.

4. DANGEROUS GOODS
4.1 The Goods tendered by the Consignor to the Company are not of such nature that they are or may become dangerous, hazardous, noxious (including radioactive materials), inflammable, explosive, or which do or may present a risk of damage to any property or person whatsoever ("Dangerous Goods") unless the Consignor, or someone acting on its behalf, has already given the Company written notice of the nature of the Dangerous Goods prior to the Company's receipt of the Goods and the Company has expressly accepted in writing to deal with the Dangerous Goods. The Consignor's notice will include all information necessary for the Company to perform its obligation in connection with the Dangerous Goods in accordance with all applicable laws, regulations or requirements (or any combination of the foregoing), including without limitation information about the characteristics of the Dangerous Goods, the appropriate manner and method of storage and handling of the Dangerous Goods.
4.2 The Dangerous Goods must be distinctly marked on the outside so as to indicate the nature and characteristics of the Dangerous Goods and so as to comply with all applicable laws, regulations and requirements.
4.3 Additional charges may apply to the storage and handling of Dangerous Goods. If any Dangerous Goods are tendered in breach of any of the provisions of this clause, they may, at any time or place be unloaded, destroyed, disposed or abandoned or rendered harmless, as circumstances may require, at the Consignor's cost.

5. COMPANY'S LIBERTY
5.1 The Consignor accepts and agrees that once the Goods have been delivered into the custody and control of the Company:-
(a) the Consignor no longer has any right to issue instructions to the Company in respect of the Goods (including, without limitation, an instruction to redeliver the Goods to the Consignor or request issuance of any transportation documents including but not limited to bills of lading and waybills to the Consignor);
(b) the Company shall be under no obligation to comply with any instruction which the Consignor may nevertheless issue;
(c) the Company shall have full liberty at any time and without notice to the Consignor to store, handle, stuff, pack, fill or load Goods in or on Containers and consolidate the Goods with goods owned by different persons and to hand them over to a carrier for onward transportation; and
(d) the Company shall have an unfettered right to deliver the Goods to the Consignee.
5.2 The production or surrendering of this forwarders certificate of receipt will not entitle its holder to take delivery of the Goods.

6. LIABILITY AND LIMITATIONS
6.1 The Company's liability in respect of any loss of or damage to the Goods shall be determined and limited in accordance with the provisions of this clause. The liability of the Company for such loss or damage shall be limited to loss of or damage to the Goods which occurs whilst the Goods are in its physical possession.
6.2 Liability for loss or damage to the Goods – Without prejudice to any other right or remedies the Company may have under Clause 2, the Company shall be relieved of liability for any loss or damage to the Goods if, and to the extent that, such loss or damage is caused by:
(a) strike, lock-out, stoppage or restraint of labour, the consequences of which the Company is unable to avoid by the exercise of reasonable diligence;
(b) any cause or event which the Company is unable to avoid and the consequences whereof the Company is unable to prevent by the exercise of reasonable diligence; or
(c) compliance with instructions or directions of the Consignor or the Consignee or any person authorised to give them.
6.3 Amount of compensation - Subject to Clause 2, if the Company is liable for loss of or damage to the Goods, the liability of the Company shall be limited to the lesser of:
(a) the arrived sound market value of only those Goods damaged or lost (excluding insurance); and
(b) two (2) SDRs per kilo of the gross weight of any Goods lost or damaged.
6.4 Exclusion of certain losses - Subject to Clause 2, the Company shall have no liability whatsoever for any loss of profit, loss of sales, loss of business, loss of goodwill or reputation or third party claims (in each case whether direct or indirect) or for any indirect or consequential loss.
6.5 Entire liability - Save as set out in Clause 6, and subject to Clause 2, the Company shall not be liable for loss of or damage to any Goods or have any liability whatsoever for any events arising out or in connection with the storage and handling of the Goods and/or this forwarders certificate of receipt.
6.6 Application of defences, limits and exclusions of liability - The defences, limits and exclusions of liability provided for in this forwarders certificate of receipt shall apply in any action against the Company arising out or in connection with this forwarders certificate of receipt (including loss or damage to Goods) and whether the action be founded in contract, bailment, tort, breach of express or implied warranty or otherwise and even if the loss, or damage arose as a result of negligence, wilful misconduct or fundamental breach of contract.

7. INDEMNITY
7.1 The Consignor shall promptly indemnify the Company or any member of the Company Group, their respective employees, servants, agents, insurers or reinsurers against all costs (including the costs of investigating and defending any claims), expenses, claims, losses, liabilities, orders, awards, fines, proceedings and judgments of whatsoever nature howsoever assumed, incurred or suffered as a result of or in connection with any of the following:
(a) any breach by the Consignor of any of the warranties or undertakings given or obligations undertaken by the Consignor under this forwarders certificate of receipt;
(b) any cause arising from or with respect to the Goods for which the Company is not responsible for;
(c) any breach by the Consignor of any of the provisions of Clause 4;
(d) the Company becoming liable to any other party (including, but without limitation, to any customs authority and any other authorities having legal jurisdiction over the Goods) and/or incurring additional costs by reason of the Company carrying out the Consignor's instructions;
(e) the Company incurring liability in excess of its liability under the provisions of this forwarders certificate of receipt regardless of whether such liability arises from, or in connection with a breach of contract, negligence or breach of duty by the Company, its agents, servants or sub-contractors.

8. LIEN
8.1 The Company shall have a general lien on the Goods (and documents relating thereto) and any other property belonging to the Consignor, directly or indirectly in the Company's possession, custody or control or en route, for all monies due to the Company and/or the Company Group from the Consignor or the Consignee. The Company may at its sole discretion exercise its lien at any time and at any place. The lien shall cover without limitation all charges, expenses and advances of whatsoever nature due to the Company and/or the Company Group and inclusive of any costs incurred enforcing and preserving its lien (including but not limited to storage charges) and in recovering or attempting to recover any sums due from the Consignor or the Consignee (whether in respect of the storage and handling herein or otherwise).
8.2 The Company shall be entitled to sell (at any time and at any place) at the costs of the Consignor the Goods and/or any such other property by private treaty or by public auction or other means, without giving prior notice or incurring any liability to the Consignor and to apply the proceeds of such sale (net of expenses) in or towards the payment of any amount due to Company and/or the Company Group. The Company shall be entitled to claim the difference against the Consignor or the Consignee in the event that the (net) sale proceeds do not discharge in full the amount due from the Consignor or the Consignee. The Company's lien shall survive delivery or deemed delivery of the Goods.

9. LAW AND JURISDICTION
9.1 The contract evidenced by or contained in this forwarders certificate of receipt shall be governed by and construed in accordance with the laws of the Company's country of domicile.
9.2 Any claim under this forwarders certificate of receipt or otherwise arising from the storage and/or handling of the Goods or in relation to the Goods shall be determined exclusively by the courts of the Company's country of domicile to which jurisdiction the Consignor and the Company hereby irrevocably submit.