

## Statement to be signed by each shipper regarding the verified gross mass information, either for LCL or FCL:

Further to the SOLAS Guidelines regarding the verified gross mass of a container carrying cargo (MSC.1/Circ.1475) published by the International Maritime Organization, effective 1<sup>st</sup> of July 2016, (" SOLAS Guidelines") DHL Global Forwarding (hereafter referred to as "DGF") has accepted the cargo tendered for sea transport ("the Cargo") by [name shipper] (hereafter referred to as "Shipper") on the condition that Shipper hereby declares and agrees as follows:

- (a) Shipper shall either (i) provide DGF with or (ii) hereby authorizes DGF to ascertain the total gross mass established in accordance with method one or two as per SOLAS Guidelines of each packed container (FCL) or each package of Cargo (LCL) in accordance with SOLAS ("Verified Gross Mass") and the deadlines established by DGF. Where Shipper provides the Verified Gross Mass, Shipper acknowledges and agrees that DGF will rely on the accuracy and timeliness of such Verified Gross Mass information and use this to comply with its obligations to sub-contractors in accordance with SOLAS. Where Shipper authorizes DGF to ascertain the Verified Gross Mass, Shipper agrees that DGF acts in the capacity of an agent of the Shipper for this purpose.
- (b) Where Shipper is responsible to provide the Verified Gross Mass and fails to do so as per clause (a) above or where DGF reasonably believes the Verified Gross Mass information provided by or on behalf of Shipper to be inaccurate or incomplete, DGF may, at its discretion, establish the Verified Gross Mass at Shipper's cost using calibrated and certified equipment of each packed container (FCL) or each package of Cargo (LCL) carried pursuant to the bill of lading in accordance with SOLAS and the deadlines established by DGF shall apply. In such an event, DGF shall also be released of all liabilities in respect of the Cargo and DGF (and its agents and sub-contractors) may without notice and without liability to Shipper (i) refuse to load the Cargo, or, (ii) if loaded, arrange at Shipper's risk and expense for the Cargo to be landed and stored, and such landing and storage shall be deemed to constitute due delivery of the Cargo under the bill of lading.
- (c) Shipper shall promptly indemnify the DGF (and its agents and sub-contractors) 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 delayed, inaccurate or incomplete Verified Gross Mass information provided by or on behalf of the Shipper on which DGF relies.

The above statement will apply to all Cargo tendered for shipment by Shipper with DGF as from the date of signature by Shipper below:

[Name of Shipper] :
Authoriser (Name)
Date:
Signature: