

## **DHL FREIGHT - TERMS & CONDITIONS**

### **1. Prohibited Goods**

DHL Freight does not accept the following: certain classes of dangerous goods (see clause 7), weapons and ammunition (including air guns, sport weapons and ammunition), wastes, living botanicals, livestock, animals, derivatives of endangered species (e.g.: skin, fur, teeth, shell, feathers or blood and parts of some plants, e.g. seeds), bulk material, removal goods, money and/or valuables, cheques, ready to use credit-cards, coins, fiscal stamps, valid telephone cards, any means of payment, securities (guarantees), precious metals, precious stones, jewelry, art, beverages which contain 23% alcohol or above, antiques or finished tobacco products (cigarettes, e-cigarettes, cigars, etc.).

### **2. Applicable Law and Jurisdiction**

The services are governed by the laws of the country where the billing DHL FREIGHT entity has its domicile and the courts of such country shall have exclusive jurisdiction to settle claims. Any local freight forwarding conditions of that country shall also apply. For the international transportation of goods by road, the provision of CMR (Convention on the Contract for the International Carriage of Goods by Road) shall apply, except for article 24 and 26. Particular attention is drawn to the paragraphs below on Cash on Delivery and Delivery Against Documents, for which DHL Freight's liability follows exactly articles 11 and 21 of the CMR also for national transports. For intermodal transports using rail, the General Terms and Conditions of Carriage for international Freight Traffic by Rail (GTC-CIM) apply. Appendix B to the Convention concerning International Carriage by Rail (COTIF 1999). For transport contracts for dangerous goods, the applicable rules and conditions of all involved countries apply

### **3. Capacity Clause**

If DHL Freight is not able to provide the service at any given moment as a result of supply shortage, DHL Freight will immediately provide proof of this shortage but DHL Freight shall not be obliged to provide services.

### **4. Cash On Delivery (COD)**

COD is only available for The DHL FREIGHT EUROCONNECT Service and in limited countries. COD is not available for the DHL Freight EURAPID and DHL FREIGHT EUROLINE services. Delivery is exclusively effected against receipt of proof of payment or payment in the agreed manner. The Customer assumes responsibility for the respective instructions to the consignee and for the respective written instructions to DHL Freight. Furthermore the Customer is responsible for all costs resulting from, but not limited to, seizure, refusal of acceptance, insolvency, or refusal to pay on the part of the consignee. For the processing of such COD shipments a COD fee will be charged.

### **5. Claims and Claim Deadlines**

Apparent damage, loss or shortage must be notified upon delivery. Any non-apparent damage, loss or shortage must be notified within 7 days after delivery date, Sundays and public holidays excluded.

### **6. Collection and delivery**

Shipments may not be sent from or to private households (C2C, B2C, C2B). No Access restriction to pick-up or delivery point is permitted. Special equipment, booking-in and time-window deliveries are not included in the basic freight rates.

### **7. Dangerous Goods**

If the customer offers hazardous goods for transportation, he has to comply with all statutory rules and regulations. He is responsible for the correct labeling, approved packaging, relevant transportation documents, shipper's statement and danger signs, in the required languages. The standard extra charge for a shipment containing hazardous goods has to be determined by arrangement, and additional costs, such as ferry or tunnel costs, may be added. Even if the shipment is sent from a non-ADR country, the customer must adhere to all ADR-rules or in case of a sea-freight-voyage the IMDG-Code regulations in addition to applicable national dangerous goods rules.

The following classes of Dangerous Goods are excluded from transport by DHL Freight:

- Class 1 (with the exception of UN codes 0323, 0432, 0454 and UN code 0014 in respect of cartridges for tools only).
- Class 2.3
- Class 4.1 (UN codes 3231 to 3240, UN 3533, UN 3534, UN 3364, UN 3365, UN 3367 and UN 3368)
- Class 5.2 (UN codes 3111 to 3120)
- Class 6.1 (Packaging Group 1)
- Class 6.2
- Class 7
- Class 9 (UN codes 2212, 2590, 2315, 3151, 3152) and lithium ion batteries and lithium metal batteries (UN 3480, 3481, 3090 and 3091) that are damaged or defective as defined in Special Provision 376, and battery-powered vehicles (UN 3171) whose battery is damaged or defective as defined in Special Provision 376). Exceptions are possible for the batteries and battery-powered vehicles mentioned above only. These require DHL Freight's express written approval before start of the business.

In certain countries some of the above restrictions may not apply to domestic transportation. Transport of dangerous goods of all classes into and out of the Russian Federation shall require DHL Freight's express written approval before start of the business.

In any case, the transportation of permitted Dangerous Goods (meaning other classes apart from those listed above as being prohibited) is always subject to specific agreement prior to transportation.

### **8. Transit Times**

The regular transit times shown in the timetables are given in good faith but with the exception of DHL FREIGHT EURAPID are not agreed time limits but non-binding standard lead times.

### **9. Delivery Against Documents (DAD)**

DAD is only available for the DHL FREIGHT EUROCONNECT service and in limited countries. DAD is not available for the DHL FREIGHT EURAPID and DHL FREIGHT EUROLINE services. Delivery will be effected only against receipt before delivery commences of the documents specified by the customer. The customer assumes responsibility for the respective instructions to the consignee and for the respective written instructions to DHL Freight. Furthermore the customer is responsible for all costs resulting from, but not limited to, seizure, refusal of acceptance, insolvency, or refusal to pay on the part of the consignee. DHL Freight declines any liability resulting from the accuracy of the contents or genuineness of documents received. For the processing of such DAD shipments, a document collection fee will be charged.