

**General — Terms & Conditions**

All services of DHL Global Forwarding are offered and transacted under (1) the Standard Trading Terms and Conditions as defined below and, where issued, (2) the Danmar Lines Limited Bill of Lading and Sea Waybill and/or the DHL Global Forwarding's House Air Waybill ("DHL Transport Document (s)") all of which exclude or limit the liability of DHL Global Forwarding in certain circumstances. Where a DHL Transport Document is issued, the terms and conditions contained or evidenced in such DHL Transport Document shall, in so far as these are inconsistent with the Standard Trading Terms and Conditions, be paramount and govern the services in respect of which the DHL Transport Document is issued. Copies of the DHL Transport Document(s) for air and ocean freight services are attached (see separate tabs).

For services provided where no DHL Transport Document is issued, these services shall be governed by the applicable transport convention or the terms of the relevant national freight forwarders' association or national law, in absence of which, the British International Freight Association Standard Trading Conditions (2005A Edition) will apply.

AMS, ACS, ACI and additional Indemnities: Customer is responsible for compliance with all legal requirements concerning the timeliness, completeness and accuracy of shipment information. Customer recognizes that the provision of late, incomplete or incorrect information may have serious effects, such as delays to shipments, denied or delayed permission to enter the harbour or unload ships and the imposition of heavy fines by governmental or regulatory authorities (e.g. fines exceeding USD 10,000 are possible under the latest US rules).

Customer agrees to indemnify DHL Global Forwarding for any and all fines, penalties, losses, costs and damages it may incur or suffer, and all fines, penalties, losses, costs and damages a third party (such as another DHL Global Forwarding shipper) may incur or suffer, which arise from or are caused by late, incomplete or inaccurate information provided by Customer.

All customs brokerage services of DHL Global Forwarding are offered and transacted under the DHL Standard Trading Terms and Conditions. DGF's liability howsoever arising is limited to USD 50 or the amount of fees paid for that service whichever is less. The maximum annual aggregate liability of DGF to the Customer under these GT&C whether in contract, tort (including negligence) or otherwise, howsoever arising, shall not exceed 25 (twenty five) percent of all the total charges paid to DGF by Customer providing the relevant Services in the relevant country in the contract year in which the error, omission or other event occurred. The Customer confirms that the provision of the service by DHL Global Forwarding will not constitute a breach by the Customer or DHL Global Forwarding of any sanction, embargo, or export control laws imposed by any government or other competent authority ("Sanctions") which apply to Customer or DHL Global Forwarding.

Each party shall act in accordance with applicable laws and regulations and its own Code of Conduct, failing which the Customer shall evidence it is compliant with the principles contained in Deutsche Post DHL's Code of Conduct which can be found on [www.dp-dhl.com/en/about\\_us/code\\_of\\_conduct.html](http://www.dp-dhl.com/en/about_us/code_of_conduct.html)

Any indicated transit time information is sourced from the underlying carriers and are estimates only.

Transit times are based on carriers of our choice and may vary depending on conditions at time of shipment. Transit times listed do not include the time to clear the goods through Customs (subject to mutual agreement of service levels). Clearance timelines and KPI's however would be agreed separately via service level agreement effected at the country level, which could include but are not limited to pre-clearance performance, time a shipment spends in customs after arrival to its final release.

For FCL services, origin cut-off time and/or destination release time is not included in our transit times, unless otherwise specified.

Services are offered under the DHL Global Forwarding and/or Danmar Lines brand, with underlying carriers and any other subcontractors being chosen at DHL Global Forwarding's and/or Danmar Line's discretion and choice, unless otherwise and explicitly agreed.

If specific carrier names or flight details / matrix were provided, it is for indicative purposes only. Pricing is based on DHL Global Forwarding's service offerings and we reserve the right to use the carriers of our choice.

Rates do not include duties, VAT or equivalent local sales or service tax, cargo insurance, extended liability beyond DHL Global Forwarding's Standard Terms and Conditions or 'shipment/warehouse value protection', programming or other information services. Such services are available upon request at an additional cost.

Our rates offered are valid for 30 days; if exceeded, DHL Global Forwarding reserve the right to review the rates.

DHL Global Forwarding has the right to terminate the contract between Customer and DHL Global Forwarding without cause, upon giving the Customer 30 days advance written notice, and DHL Global Forwarding will not assume any liability towards Customer as a result of such termination.

Rates quoted are based on the volumes as provided in the RFQ documentation, any major increase or decrease over this may result in the additional volumes moving at market level rates.

All rates and services offered are subject to space and equipment availability, unhindered methods and routes of transportation.

Rates do not apply for oversized freight, as applicable to the mode of transport. In case of oversize fines the shipper/consignee will be the responsible to assume them.

Rates do not apply for overweight freight, as applicable to the mode of transport. In case of overweight fines the shipper/consignee will be the responsible to assume them.

Rates for temperature controlled shipments do not include any additional liability for cargo damage beyond the amounts provided for in DHL Global Forwarding's Standard Conditions, house air waybill or Danmar bill of lading terms applicable to such shipments.

Rates are based on regular service requirements and do not account for any specific service level agreements unless previously agreed. Shipments that are subject to service level agreements may result in higher rates. For any Performance Measurements, Exception management and Quality Improvement Initiatives, Programs or agreements are subject to mutual agreement by both parties.

Rates have been quoted according to the incoterm selected. Unless specifically mentioned certain origin or destination charges may not have been included. Unless specifically mentioned (sur)charges related to emergency surcharges, rail embargoes, intermodal delivery, dangerous goods, hazardous materials, high value goods, or perishables may not be included. In the event additional charges apply that are not part of the shipping terms and not specifically mentioned, DHL Global Forwarding reserves the right to charge these to.

Pick-up/Delivery rates include fuel surcharge, however extreme fuel price fluctuations could require pickup and/or delivery rates to be adjusted.

If not otherwise specified in the Quotation Offer, all Pickup/Delivery is based on LOCAL CITY LIMITS - 50 KMS RADIUS. Pickup/Delivery is based upon standard service & equipment, do not apply for bonded truck transportation and are only applicable for regular weekday business hours. If after hours or weekend pick up or delivery is required or special service or equipment is needed, for example: lift gate, inside delivery, extra man, uncrating/unpacking, white glove svc, etc. then extra charges may be applicable at time of shipment.

Rates exclude the following "special" services/fees: 3rd Party Billing Fees, Storage, Detention/Demurrage, Special Handling, Tolls, Insurance, Security Escort, Special Documentation, Special Equipment, Special Events (fairs, exhibitions, etc.), Labeling, Inspection, Loading/Unloading onsite, container drop off with additional round trips, Labor Fees, Forklift Fees, Quarantine, Fumigation, X-Ray (also note that in case parcels cannot be scanned by X Ray due to opacity, oversize, dimensions etc., a supplementary fee will be applied), Delivery Order Fee, Special Licenses/Permits, Courier Services or any other 3rd Party Fees, special berth charges at ports. These services/fees, if applicable, will be charged at cost at the time of the shipment.

Customs Clearance pricing, if quoted, is for standard clearance services unless otherwise specified. The rate is only applicable for shipments up to 3 line items. If any additional entry line beyond 3, an additional entry line fee will be applicable for each additional line. Additional accessories may also apply for additional classifications, invoices, Customs inspections, temporary import, re-export, transportation under bond, etc. Duties and taxes paid by DHL Global Forwarding shall be reimbursed by customer within 7 days from invoice date. If DHL Global Forwarding is not the appointed Customs Broker, a document turnover fee may apply.

Additional charges would apply for services like, but not limited to, OGA (Other Governmental Agencies) clearances, License procurement, Special Import Permits etc.

All Statutory charges e.g. Custodian, Airline, Freight Forwarder, EDI, Escort Fee, MOT / COT (Customs / Merchant over time) would be as per the receipt.

If shipments are collect, a collect surcharge may apply.

If any invoice is not paid by the due date, for reasons other than a bona fide invoice dispute, DHL Global Forwarding shall, without prejudice to any other right or remedy, be automatically entitled (i) to require the payment in advance for any shipments or to suspend the provision of services and (ii) to charge interest at the legal interest rate in the country of payment or failing such legal rate, at the annual rate of the European Central Bank plus 7% calculated monthly and accrued daily to the balance outstanding and overdue.

Delivery method of invoice will be by way of EDI or hard copy and will be distributed as per invoicing instructions to either the customer or its appointed freight payment company. Typical documents to be included in billing packet are Invoice + HAWB + Commercial Invoice. Summary billing is highly dependent on capabilities of each country and product involved and requires prior DGF approval.

For any rates or charges that had to be converted from local billing currency into another currency, exchange rates applied as per OANDA SITE ( [www.oanda.com](http://www.oanda.com)).

For billing purpose at time of invoicing and thus applied for rates or other charges that are based on a currency other than the local billing currency, such rates and charges will be subject to currency conversions based on the daily exchange rate published by Reuters at time of invoicing.

For collect shipments originating in a currency other than the local destination billing currency, DHL Global Forwarding will convert to the destination currency based on our DHL Global Forwarding daily exchange rates published by Reuters in place at the time of invoicing, unless specifically agreed exchange rates are in place prior to shipment.

As an exception, currency conversions related to US inbound collect shipments will be based on the exchange rate published by the Wall Street Journal each Tuesday morning.

A currency uplift fee may be applied to protect DHL from currency exchange rate fluctuations.

Local charges are subject to adjustments due to inflation or currency devaluation; if upward variation is higher than 10% in a period of three months, DHL is entitled to adjust local charges in same proportion without advance notification.

EDI development & Insurance are not included in the offer and will be priced on demand.

Any additional governmental or regulatory organization practices, surcharges, procedures or regulations which result in increased cost to DHL Global Forwarding will be passed on proportionately to the customer.

**Airfreight —**

Rule Changes: The rates are based on the current regulations, rules, procedures, and requirements in place at the time quoted. Contractor may request rate adjustments in the event of any changes in laws, regulations, procedures, rules, or requirements beyond contractor's control that increase the cost or risk to contractor of providing the services including but not limited to levies imposed by airline security, fuel and /or industry regulators.

Back-to-Back service will be offered upon specific request by the customer or as the customer's transit time expectations require.

For a Back-to-Back service the DHL Global Forwarding Standard Back-to-Back policy will apply and special handling fees will be applicable on a shipment level.

Shipments requiring Back-to-Back movement by nature, such as PER, DGD, DTC, among others, will still be priced and handled as such and will be exempted as per the DHL Global Forwarding Standard Back-to-Back policy.

Should a Back-to-Back service be requested for lanes not quoted as Back-to-Back after official award by the customer or on traffic previously contracted, additional charges may apply.

Air freight dimensional Weight Rule: One pound for every 166 cubic inches of volume or fraction thereof. (1 kilogram to 366 cubic inches or 1 kg to 6000 ccm)

Rates are not applicable to upper deck cargo, unless specified otherwise in our offer.

All rates are subject to certain minimum shipment charges, except where DHL Global Forwarding has formally agreed to waive such charges.

In compliance with IATA guidelines (Perishable Cargo Regulation, Chapter 17 / Temperature Control Regulation, latest version), temperature sensitive life sciences and healthcare shipments requiring temperature controlled transportation must be booked as such.

Shipments with general cargo bookings will be handled as such by DGF and the airline, with no temperature controlled storage in transit or at destination, including in case of flight delay or delay in delivery; and DGF will have no liability for any temperature related claims.

Rates are subject to Peak Season Surcharge (PSS). DHL Global Forwarding will honor our customers' cargo shipments based on the "6/20" rule on lanes from Asia-Pacific Region (incl. China, Hong Kong and Taiwan).

Under this rule we honor existing rates up to a volume of 120% of a customer's monthly average volume shipped with us, based upon the last 6 months of trading period with us or pre-agreed volume forecast. Beyond this level for unexpected or unplanned volumes market rates will apply

Rates quoted are based on current market conditions and may be subject to future GRI. These are applicable for both Air and Ocean shipments and are market driven. Due to the volatility of the current financial market we cannot forecast these at this time.

Rates are based on known shipper/consignor status as defined by the local authority/regulatory body (United States Transportation Security Administration, Transport Canada, etc).

Shippers within Europe must be certified by their national authority as a Known Consignor after March 25th, 2013. If shipper/consignor is not certified as a Known Consignor, then aviation security checks have to be carried out for all shipments and charges for this service will apply.



For traffic originating from North America DHL Global Forwarding will apply the standard DGF North America Blended Fuel Surcharge. DHL Global Forwarding periodically publishes its fuel surcharges. For most trade-lanes the fuel surcharge is established by taking the arithmetic average of the prior month's fuel surcharges of DHL Global Forwarding's top 15 airlines. DHL Global Forwarding reserves the right to adjust its Fuel Surcharges weekly or bi-weekly in the event that a substantial number of airlines or a substantial amount of DHL Global Forwarding's overall tenders go to airlines that adjust their fuel surcharges on a weekly or bi-weekly basis. For certain other trade-lanes, DHL Global Forwarding has established special Fuel Surcharges that are either pegged to a primary airline's fuel surcharge or calculated by taking the arithmetic average of a smaller number of airlines servicing that trade-lane. Air freight fuel surcharges are determined by the origin and destination country of each shipment applied per KG of chargeable weight. However, where airlines are charging an all-in rate including FSC, a Fuel Surcharge solution will be determined on a case by case bases and communicated by DGF in advance.

For traffic originating from countries other than North America DHL Global Forwarding will apply per shipment fuel and security surcharges as effective at date of shipment by airline shipment was moved on. Air freight fuel surcharges are determined by the origin and destination country of each shipment applied per KG of chargeable weight.

International air freight Security surcharge rates are determined by the origin and destination country of each shipment applied per KG of chargeable weight.

Physical screening may be applied by either DHL Global Forwarding or airport authorities in order to comply with governmental or regulatory authority requirements. The associated costs, unless otherwise specified, will be applied based on Regional or Country specific rates and conditions.

**Ocean Freight —**

All rates and services offered under DHL Global Forwarding and/or Danmar Lines are subject to DHL's Standard Terms and Conditions, Danmar Lines' Standard Conditions respectively.

Rates are valid for in gauge cargo only.

Equipment and or vessel space is not guaranteed at time of cargo booking.

In case of shipment 'no show', DHL Global Forwarding reserves the right to charge a 'no show fee'.

LCL rates will be charged on a weight or measure (w/m) basis in metric terms, whichever is greatest, meaning weight = 1,000 kgs or measure = 1 cubic meter unless otherwise and explicitly specified.

All rates are subject to certain minimum shipment charges, except where DHL Global Forwarding has formally agreed to waive such charges.

DHL Global Forwarding applies Bill of Lading fees on a per shipment basis. In the event a shipment must be split over several Bill of Ladings for liability or other reasons which will be brought forward to the customer, DHL Global Forwarding reserves the right to charge these fees according to the number of Bill of Ladings issued.

Surcharge Methodology:  
All surcharges (including BAF, CAF, etc.) are subject to fluctuation. DHL Global Forwarding will pass through to customer (and customer will reimburse DHL Global Forwarding for) any surcharges it is charged by a carrier in relation to customer's shipments. DHL Global Forwarding will charge only what it is itself charged by the carrier.

DHL Global Forwarding will immediately cease or reduce the surcharge as soon as it is ceased or reduced by the applicable carrier. The surcharge applied to any shipment will be clearly indicated on the invoice.

DHL Global Forwarding will provide to the customer on request further information about any surcharge.

Low Sulphur Surcharge: Due to regulations imposed by the International Maritime Organization (IMO) to reduce the sulphur levels in ships' fuels, a 'Low Sulphur Surcharge' may be applied by carriers and subsequently added to our pricing offer.

We have quoted inland fuel (trucking and/or rail fuel surcharges) as part of our offer, however please note that fuel surcharges are subject to fluctuation and will be assessed at the time of the shipment.

Rates are subject to Peak Season Surcharge (PSS). DHL Global Forwarding will honor our customers' cargo shipments based on the "6/20" rule on all Asia outbound lanes. Under this rule we honor existing rates up to a volume of 120% of a customer's monthly average volume shipped with us, based upon the last 6 months of trading period with us or pre-agreed volume forecast. Beyond this level for unexpected or unplanned volumes market rates will apply

Rates quoted are based on current market conditions and may be subject to future GRI. These are applicable for both Air and Ocean shipments and are market driven. Due to the volatility of the current financial market we cannot forecast these at this time.

The free days for container detention depend on the carrier involved. (The standard free days vary on calendar days and will be indicated at the time of shipment.)

The free days for port demurrage (and port storage) depend on the Terminal involved. (The standard free days vary on calendar days and will be indicated at the time of shipment.)

Container Weighing:  
The International Maritime Organization (IMO) amended the Safety of Life at Sea Convention (SOLAS) to rule that all containers must be weighed prior to entering at Gate-in or loading onto a vessel. Verification of the weight is the responsibility of the shipper. This has come into effect on July 1st, 2016. Due to this new regulation additional charges will subsequently be added to our pricing offer and charged as applicable at time of shipment.

For Ocean Freight business awarded involving the US Tradelane, DHL Global Forwarding will request a NVOCC Service Arrangement (NSA) or Negotiated Rate Arrangement (NRA) from the customer in order to comply with U.S. Federal Maritime Commission (FMC) Regulations.

USA: Local Los Angeles & Long Beach moves do not include any Pier Pass or Clean Truck Fee charges. Pier Pass and/or Clean Truck Fee charges are available at an additional charge per container, if applicable.

USA: All quotations for local door delivery or collection from ports &/or inland CY's are based upon ocean carrier provided chassis. If, at the time of shipment, cargo moves via a port or inland CY where the underlying ocean carrier does not provide chassis as part of its standard service offering, DGF will charge a chassis provision fee in addition to the delivery or collection charges contained in this quotation, in order to effect final delivery or collection.

**Country Specific Remarks**

**Brazil**

**General**

Export and import shipments from/to Brazil are subject to IN 1037 applicable for those cargoes which origin is classified as Tax Haven (e.g. Singapore, Hong Kong, etc.). A 33.33% will be charged over services performed abroad

DHL hereby informs its customers that, due to recent changes to the customs laws in Brazil, the requirements governing the release of cargo have been modified. The presentation of the original Bill of Lading, the Air Way Bill or any other applicable transport document by the Consignee is no longer a mandatory requirement and the Carrier and/or the Freight Forwarder no longer have any control of the cargo after it is unloaded by the Carrier. The cargo is cleared by the consignee/receiver before the customs authorities and released directly by the terminal without the requirement that the original bill of lading, air way bill or any other applicable transport document be presented. The Carrier and/Freight forwarder are not liable for any claim from the Shipper or any other third party, due to the release of the cargo without the presentation of the original bill of lading, airway bill or any other applicable transport document. It is important to highlight that the Bill of Lading, the Air Way Bill or any other applicable transport documents may still be required by local authorities for tax purposes after the receipt of the cargo, therefore the importer must keep its original safe. Notwithstanding the new mandatory conditions governing the release of cargo, the payment for services rendered by DHL remains due as agreed between the Parties.

**Ocean Freight**

Rates subject to the existing service patterns at the time of this rate indication.

Brazil offer does not include special cargo treatments, such as REDEX (Recinto Especial para Despacho Aduaneiro de Exportação) but not limited to. This situation is a consequence of the ports overloading and these rates will be charged at cost if supplier/cnee decides to make use of it.

Brazil container weighing is NOT included and will be charged as per terminal assigned by the SS line

For shipments Ex ASPA and AMNO to Brazilian Ports, an Inspection Fee will be charged when applicable, due to governmental sanitary regulations (wood inspection-MAPA).

When cargo is moved via co-loader, additional charges may apply

For LCL shipments to destination Manaus, if a phytosanitary treatment is needed, a second unloading charge and a fumigation cost may apply.

Special container free time negotiations must be done together with other terms of the carriage prior to shipment, otherwise DHL tariff will be automatically considered should the free time be exceeded. Free time for the return of empty containers to carriers' depot at the port of discharge (demurrage and/or detention) to count from vessels' arrival date onwards. DHL container free time tariff is available at any time upon request.

DHL is a global company that handles about 3.5 million teus per year, keeping dedicated allocation agreements with the most renowned shipping companies in the world. Shipments are therefore carried out under DANMAR bills of lading, being the sub-contracted shipping line selected by DHL at its choice, depending but not limited to the cargo profile, shipping conditions and the current position of the allocation dedicated to DHL at the time of shipment.

Courier is not included in the pricing, if required, it will be charged at cost.

**FCL Rates:**

The attached rates are provided on the basis of the number of specified (size, kind, etc.) containers estimated by customer in the RFQ. Customer recognizes that variances in these numbers may lead to increased DHL costs. Customer therefore agrees that a volume variance of 5 percent or more in expected number of containers will entitle DHL to review the rates and/or refuse to ship the extra shipments.

**LCL Rates:**

The attached rates are provided on the basis of the estimated volume/weight of shipments/cargo provided by customer in the RFQ. Customer recognizes that significant variances in the volume/weight may lead to increased DHL costs (increased volume/weight may require additional space to be booked at higher cost and lower volume/weight may cause DHL to pay carriers for space booked with them but not used). Customer therefore agrees that a variance of 5 percent or more in expected volume/weight will entitle DHL to review the rates and/or refuse to ship the extra volume/weight.

**LTL (Less Than a Truck loaded):**

LTL transport may be used if all conditions, standards and procedures defined by each terminal are followed and it is subject to the trucking company nominated by them.

The use of other modals and / or trucking company, as well as non-compliance with the conditions, norms and procedures defined by each terminal will disqualify the LTL transport offer intermediated by DHL and will be subject to costs/charges as well. In this case, DHL is not responsible for any costs arising from this operation.

**Airfreight**

For export shipments ex POA via GRU or VCP, two storage periods should be charged and one period is subject to bonded warehouse (Bagergs) regulations (Min BRL 120,00/ shpt).

Applicable for imports only (BR): The re-forwarding costs between airports in Brazil include the on-forwarding rate, ICMS, ad-valorem and 4 calendar days of storage (1st period). In case storage exceeds this period, cost will be entirely passed-through to the customer, according to INFRAERO official table costs.

**Trucking**

Mandatory Insurance (ad-valorem) will be passed through considering Trucking company percentage under goods value (invoice).

Tolls will be passed through as per official tariffs.

VAT (ICMS) will be passed as per outlay.

Helper for load/unload will apply USD 50,00/each one.

Proposal applied for pick up and delivery occurred on business days.

**Customs Clearance**

Customs clearance cover up to 3 HTS. Additional pricing may incur over 3 HTS

Import license and certificate of origin and Form A are NOT included in the offer