

## DHL GLOBAL FORWARDING TERMS AND CONDITIONS OF SERVICE.

These terms and conditions of service constitute a legally binding contract between "DHL" and "Customer". 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 DHL Conditions, be paramount and govern the Services in respect of which the DHL Transport Document is issued.

### **1. Definitions**

"DHL" shall mean the applicable DHL Global Forwarding entities operating in Latin America that is providing the service, as well as their subsidiaries, related companies, agents and/or representatives;

"Consignee": the Person to whom the Goods are consigned.

"Customer" shall mean the person for which the Company is rendering service as applicable, as well as its principals, agents and/or representatives, including, but not limited to, shippers, importers, exporters, carriers, secured parties, warehousemen, buyers and/or sellers, shipper's agents, insurers and underwriters, break-bulk agents, consignees, etc. It is the responsibility of the Customer to provide notice and copy(s) of these terms and conditions of service to all such agents or representatives;

"Documentation" shall mean all information received directly or indirectly from Customer, whether in paper or electronic form;

"Goods": the cargo to which any business under these conditions relates;

"Owner": the Owner of the Goods or Transport Unit and any other person who is or may become interested in them;

"Third parties" shall include, but not be limited to, the following: "carriers, truckmen, cartmen, lightermen, forwarders, OTIs, customs brokers, agents, warehousemen and others to which the Goods are entrusted for transportation, cartage, handling and/or delivery and/or storage or otherwise";

Services: means freight forwarding services, customs brokerage services, storage services, transportation services, transport management services and any other service describe the Agreement and/or rate quotation.

"DHL Transport Document" means Airway Bill, DanmarBill of Lading, Road Bill.

"Transport Unit": packing case, pallets, container, trailer, tanker, or any other device used whatsoever for and in connection with the carriage of Goods by land, sea or air.

**2. Application.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, all valid provisions that are severable from the invalid provision(s) shall remain in full force and effect. The Parties shall in that case enter into consultation with the aim of coming to an agreement as to the replacement of the invalid and/or nullified stipulation with a new stipulation, which achieves to the greatest extent possible the economic, legal and commercial objective of the invalid or unenforceable provision.

**3. Company as agent.** DHL acts as the "agent" of the Customer for the purpose of performing duties in connection with the entry and release of Goods, post entry services, the securing of export licenses, the filing of export and security documentation on behalf of the Customer and other dealings with Government Agencies, arrangement of contracts with carriers, forwarders, customs agents, warehousing companies for the account of or in the name of Customer and other parties pursuant to the instructions of Customers and therefore DHL is liable only in respect of their careful selection and instruction, as to all other services, DHL acts as an independent contractor.

**4. Quotations Not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for informational purposes only and are subject to change without notice; no quotation shall be binding upon the Company.

**5. Examination.** The Company shall carefully examine the placed orders, however the Company shall not be obliged to verify the contents of transport containers or shipments, or to check weights or dimensions. If any ambiguities come to the notice of DHL, DHL shall clarify as soon as possible with Customer.

**6. Declaring Higher Value to Third Parties.** Third parties to whom the Goods are entrusted may limit liability for loss or damage; DHL will request excess valuation coverage only upon specific written instructions from the Customer, which must agree to pay any charges therefore; in the absence of written instructions or the refusal of the third party to agree to a higher declared value, at Company's discretion, the Goods may be tendered to the third party, subject to the terms of the third party's limitations of liability.

**7. Delivery times.** Guarantees of delivery times are generally excluded, unless agreed upon in advance and in writing.

**8. Unforeseen intermediate storage.** If the consignee does not take delivery of the shipment at its destination, or if the shipment is held up in transit due to factors beyond the control of DHL, it shall be placed in storage for the account of and at the risk of the Customer. DHL shall, as soon as possible, inform the Customer of such unforeseen intermediate storage.

**9. Additional charges and reimbursements.** DHL is not liable for the incorrect charging of freight, customs duties, levies, etc. for which not caused by DHL.

**10. Instructions relating to delivery or release of Goods.** Except under the terms of a document signed by DHL, any instructions relating to the delivery or release of the Goods such as, but not limited to, against payment or against surrender of a particular document, are accepted by DHL, where DHL has to engage third parties to effect compliance with the instructions, only as agents for the Customer.

**11. Goods requiring special handling or dangerous Goods.** Customer is obligated to inform to DHL special conditions regarding the Goods, including Dangerous Goods, Restricted Goods and Prohibited Goods as defined in the Terms and Conditions of the Transport Documents, prior to the shipment, in order to verify acceptance according to the shipping line, carrier and/or legislation. DHL will not accept or deal with Goods that require special handling regarding carriage, handling, or security whether owing to their thief attractive nature or otherwise including, but not limited to bullion, coin, precious stones, jewelry, valuables, antiques, pictures, human remains, livestock, pets, plants. Should any Customer nevertheless deliver any such Goods to the Company, or cause the Company to handle or deal with any such Goods, otherwise than under such prior agreement, the Company shall have no liability whatsoever for or in connection with the Goods, howsoever arising.

**12. Failure to take delivery.** Should the Customer, Consignee or Owner of the Goods fail to take delivery at the appointed time and place when and where the Company is entitled to deliver, the Company shall be entitled to store the Goods, at the sole risk of the Customer or Consignee or Owner, whereupon the Company's liability in respect of the Goods, or that part thereof, stored as aforesaid, shall wholly cease. The Company shall be entitled at the expense of the Customer to dispose of or deal with (by sale or

otherwise as may be reasonable in all the circumstances): (i) after at least 28 days notice in writing to the Customer.

**13. Loss or damage notice.** Any apparent, loss or damage to the cargo must be noted immediately on the transportation document (HAWB, B/L or road bill) at the time of taking delivery of goods, it shall be annotated on the POD and t. The Customer shall notify The Company within two (2) working days and advise The Company of the apparent shortage or damage and of any non-apparent loss or damage and both parties shall thereafter arrange for a joint inspection and a third party survey (for Insurance requirement) of the relevant Products. Failure to do so will result in a presumption of delivery of shipments in the condition stated in the transport document.

**14. Limitation of Actions.** Any claim by the Customer against DHL arising in respect of any service provided for the Customer, or which the Company has undertaken to provide will be subject to the time limits included in the applicable international conventions or a specific local statutes. Notwithstanding the above, any claim by the Customer against the Company shall be made in writing and notified to the Company within 14 days of the date upon which the Customer became, or should have become, aware of any event or occurrence alleged to give rise to such claim.

**15. Reliance On Information Furnished.** Customer acknowledges that it is required to review all documents and declarations prepared and/or filed before Government Agencies and/or third parties, and will immediately advise DHL of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on Customers behalf. In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, DHL relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by Customer.

**16. Disclaimers; Limitation of Liability.** (a) Except as specifically set forth herein, DHL makes no express or implied warranties in connection with its services; (b) In connection with all services performed by DHL, Customer may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore; (c) In the absence of additional coverage under (b) above, DHL 's liability shall be limited to the following: For transportation services, Company shall in no case be liable for any loss, damage, misdelivery or non-delivery beyond the limitations specified in the Standard Conditions printed on the backside of the transport documents (Bill of Lading, Air Way Bill, Road Bill of Lading) or as mentioned in the applicable international conventions.

In absence of such terms or for other services not covered by a transport document, DHL's liability shall not exceed the following: (a) the value of any loss or damage, or (b) a sum at the rate of 2 SDRs per kilo of the gross weight of any Goods lost or damaged, whichever shall be the lower. DHL's liability for loss or damage as a result of failure to deliver, or arrange delivery of Goods, shall not in any circumstances whatsoever exceed a sum equal to twice the amount of DHL's charges in respect of the relevant contract and DHL 's liability shall be limited to 10,000 SDR in the aggregate of any one calendar year commencing from the time of the making of the original error, and/or omission. DHL shall not, under any circumstances whatsoever, be liable for indirect or consequential loss such as (but not limited to) loss of

profit, loss of market, or the consequences of delay or deviation, however caused.

Where the claim arises from activities relating to Customs Brokerage Services, \$50.00 per entry or the amount of brokerage fees paid to Company for the entry, whichever is less.

**17. Insurance.** Unless requested to do so in writing and confirmed to Customer in writing and where permitted under applicable law, DHL is under no obligation to procure insurance on Customer's behalf; in all cases, Customer shall pay all premiums and costs in connection with procuring requested insurance. All insurances effected by DHL are subject to the usual exceptions and conditions of the policies of the insurers or underwriters taking the risk. Unless otherwise agreed in writing, DHL shall not be under any obligation to effect a separate insurance on the Goods, but may declare it on any open or general policy held by DHL. Insofar as DHL agrees to effect insurance, DHL acts solely as agent for the Customer, and the limits of liability under clause 16 above of these conditions shall not apply to DHL's obligations. In certain countries, DHL shall, upon Customer's written request and subject to local conditions and costs, arrange for Shipment Value Protection.

**18. Payment terms.** All charges and/or payments are exclusive of any tax, duty or fee imposed by any government or other authority and are subject to the addition of tax, duty, fee or charges at the appropriate rate. If any sum payable under this Agreement is not paid on the due date for payment, save where such sum has been disputed in writing, the party in default shall pay to the other at least 1% interest rate, plus 2% late payment fee, both calculated upon the amount overdue updated according to the IGP-M. Such interest and penalty shall accrue on a daily basis provided that this right shall not prejudice any other right or remedy in respect of any such sum.

**19. Indemnification.** The Customer agrees to indemnify, defend, and hold the Company harmless from any claims and/or liability, fines, penalties and/or attorneys' fees arising from the importation or exportation of customers merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative, which violates any Federal, State and/or other laws, and further agrees to indemnify and hold the Company harmless against any and all liability, loss, damages, costs, claims, penalties, fines and/or expenses, including but not limited to reasonable attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of such claims; in the event that any claim, suit or proceeding is brought against the Company, it shall give notice in writing to the Customer by mail at its address on file with DHL. The Customer agrees to indemnify, defend, and hold the Company harmless from all claims, costs and demands whatsoever and by whomsoever made or preferred, in excess of the liability of the Company under the terms of these conditions, regardless of whether such claims, costs, and/or demands arise from, or in connection with, the breach of contract, negligence or breach of duty of the Company, its servants, sub-contractors or agents, and any claims of a general average nature which may be made on the Company.

**20. General Lien and Right To Sell Customer's Property.** In accordance with the applicable laws, Company shall have a general and continuing lien on any and all property of Customer coming into Company's actual or constructive possession or control for monies owed to Company with regard to the shipment on which the lien is claimed, a prior shipment(s) and/or both; Company shall provide written notice to Customer of its intent to exercise such lien, the exact amount of monies due and owing, as well as any on-going storage or other charges; Customer shall notify all parties

having an interest in its shipment(s) of Company's rights and/or the exercise of such lien. Unless, within thirty days of receiving notice of lien, Customer posts cash or letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due, in favor of Company, guaranteeing payment of the monies owed, plus all storage charges accrued or to be accrued, Company shall have the right to sell such shipment(s) at public or private sale or auction and any net proceeds remaining thereafter shall be refunded to Customer.

**21. Set off.** All payments to be made by Customer to DHL shall be made in full without any set-off, restriction or condition and without any deduction or withholding for or on account of a counter claim unless Customer is required by law to make such deduction or withholding.

**23. No Modification or Amendment Unless Written.** These terms and conditions of service may only be modified, altered or amended in writing signed by both Customer and Company; any attempt to unilaterally modify, alter or amend same shall be null and void.

**24. Force Majeure.** The Company shall be relieved of liability for any loss or damage 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; or  
(b) any cause or event which the Company is unable to avoid, and the consequences of which the company is unable to prevent by the exercise of reasonable diligence.

**25. Governing Law; Consent to Jurisdiction and Venue.** These terms and conditions of service and the relationship of the parties shall be construed according to the laws of the country where the service was provided by the DHL, without giving consideration to principals of conflict of law. Customer and Company agree that any action relating to the services performed by DHL, shall only be brought in said courts; consent to the exercise of *in personam* jurisdiction by said courts over it, and further agree that any action to enforce a judgment may be instituted in any jurisdiction.