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, warehousers, 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, warehousers 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, transportation management services and any other service describe the Agreement and/or rate quotation.

"DHL Transport Document" means Airway Bill, Danmar Bill 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 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, however 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
DHL shall not, under any circumstances whatsoever, be liable for
and/or omission.
be limited to 10,000 SDR in the aggregate of any one calendar year
whatsoever exceed a sum equal to twice the amount of DHL's
arrange delivery of Goods, shall not in any circumstances
DHL's liability for loss or damage as a result of failure to deliver, or

For transportation services, Company shall in no case be liable for
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.

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

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 adjusted 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.