标准交易条款 DHL STANDARD TRADING CONDITIONS

1. “公司”：指德国邮政在中国境内的任何分支机构及子公司，包括但不限于敦豪全球货运（中国）有限公司。
"Company" means all branches or subsidiaries of Deutsche Post AG within the PR China including but not limited to DHL Global Forwarding (China) Co., Ltd.

2. 客户承诺客户便是货主或者是经货主授权的代理，不仅有权代表本身也有权代表货主接受本条款。
A customer (herein refer to as “Customer”) entering into any transaction or business with Company hereby expressly warrants to Company that it is either the Owner or the authorized agent of the owner and that it is authorized to accept and accepting these conditions (herein referred to as “Conditions”) not only for itself but for the owner.

3. 客户承诺所有货物，即公司提供服务的对象，都得到适当和充分的装运准备和/或包装，并且所有提供给公司的货物品名、价值及其他信息都是真实、完整和正确的。
Customer warrants that all the goods, the subject of any service provided by Company, have been properly and sufficiently packed and/or prepared and all descriptions, values and other particulars of the goods furnished to Company are true, complete and accurate.

4. 客户应当及时向公司支付各项款项和费用。当公司被指示向其他人而不是客户收取运费、关税、或其他费用时，客户仍然对上述费用的支付负有责任。如果客户延迟支付条款项下到期款项，客户应当按每日 0.5%向公司支付滞纳金。如客户未按时足额支付费用，公司有权扣留其要求托运或报关的任何批次货物及单证，包括但不限于核销单、报关单、提单、海运单、空运单和其他一切运输单证等。
The Customer shall pay to Company all sums immediately when due without any deduction, counterclaim or set-off. When Company is instructed to collect freight, duties, fees, charges or other expenses from any person other than Customer, Customer shall remain responsible for the payment of the same. On all amounts overdue to Company, Company shall be entitled to interest calculated at 0.5% per day. In case Customer fails to pay due amount sufficiently, Company shall be entitled to randomly detain any cargo or any documents consigned by Customer including but not limited to verification sheet, customs declaration sheet, Bill of Lading, Seaway Bill, Airway Bill and any other transportation documents involved, etc.

5. 除非是在报价书中特别明确，公司向客户提交的报价不含政府征收的税费（所得税除外）。客户将负责承担并补偿公司在任何港口或地方的当局征收的与因货物或与货物有关的税费。
Unless otherwise specified, the quotations are exclusive of taxes imposed by any government or other authority (except income tax). The Customer shall be liable for any duties, taxes, levies, or outlays of any kind levied by the authorities at any port or place for or in connection with the goods.

6. 如遇市场成本、运价政策、汽油燃油费用、人民币费率及人民币增值等因素或其他非公司可控制因素导致的波动和变化，需要对运费和其他费用进行调整的，客户同意公司有权单方面对该费用进行调整，但应提前合理时间书面通知客户。无论本协议（含其附件）其他条款做何约定，所有为履行本协议下义务而发生的额外费用均应由客户承担。
Provided that the fluctuation or variety of cost, market transportation price, gas and fuel cost, exchanges rate, currency adjustment factor (CAF) and other key elements out of Company’s control lead to the adjustment of transportation service expenses and other expenses, Customer agrees that Company is entitled to unilaterally adjust the corresponding expenses by giving reasonable prior written notification to Customer or Customer’s designated customer. No matter whether and how this Agreement or its appendix may provide otherwise, all extra costs incurred for performing the obligation the obligation under this Agreement shall be born with Customer.

7. 客户应自费按照货物的实际价值向保险公司购买货物在公司控制期间的一切险保险。
Customer shall take out and maintain at its own expense a policy or policies of insurance with reputable insurers in respect of destruction or loss of or damage to Products to their full value on an all risks basis whilst in the custody of Company.

8. 除非是由于公司的过失或过错原因而导致，公司不对任何货物的丢失、损坏、延迟交付、错误交付或未授权交付或没有依照客户的指示行事承担责任。除非是在公司签发的空运单或海运提单或法律法规得以适用的情况下，对于公司提供的运输服务，公司就货物丢失或者破损的赔偿责任不超过丢失、受损货物的毛重每公斤人民币 **20.00** 元且每个索赔或系列索赔项下不超过人民币 **10,000** 元**(**但对于公司提供的国内铁路服务，公司的赔偿责任不超过丢失、受损货物的毛重每公斤人民币 **2** 元**)**，而除货物丢失或破损以外的其他情形（包括但不限于延迟交付），公司的赔偿责任每个索赔或系列索赔不超过该笔运输任务所对应的服务费的 **5%**；对于公司提供的仓储服务，公司的赔偿责任不超过每个索赔或系列索赔项下人民币 **10,000** 元，并且客户进一步同意公司享有 **1%**年度总库存价值的库存损失公差，公司仅就超出库存损失公差的部分承担责任，但全年总赔偿责任不超过同期仓储费用的 **5%**；对于公司提供的代理服务（含报关代理），公司的赔偿责任不超过每票货物**50**美金或当票货物所收取的代理服务费用（以较低者为准），年度最高不超过同期该代理服务费用的**25%**；如果公司收到上述条款未能包括的其他索赔，每个索赔或系列索赔项下公司的赔偿责任不超过人民币 **10,000** 元，全年不超过同期该项服务的服务费用的 **5%**。公司的赔偿应以丢失、受损货物的重置价格为计价基础。
Company shall only be liable for any loss, damage, delay, non-delivery, mis-delivery and unauthorized delivery attributable to its negligence, misconduct or default. Unless Company’s House Air Waybill, DHL Bill of Lading or law/regulation is applied, for the transportation service, Company’s liability for loss of and/or damage to the goods shall be limited to RMB20 per KG of gross weight of the goods lost or damaged and up to RMB10,000 per occurrence or series of connected occurrences（However, for the domestic railway service, Company’s liability shall be limited to RMB2 per KG of gross weight of the goods lost or damaged）, and Company’s liability in any case other than loss of and/or damage to the goods (including but not limited to delay of delivery) shall be limited to 5% of the service fee of the corresponding shipment per occurrence or series of connected occurrences. For the warehousing service, Company’s liability shall be limited to RMB10, 000 per occurrence or series of connected occurrences, and Customer further agree Company with a stock loss and/or damage tolerance of 1% of annual throughput stock value in a year and Company shall not become liable until such stock loss and/or damage tolerance is exceeded, and Company’s annual aggregate liability shall be Capped at 5% of the revenue of the warehousing services in the same year. The liability of Company for agency services (including customs brokerage) per transaction shall be subject to the cap of USD50 per entry or the amount of agency service fees paid to Company for the entry, whichever is less, up to 25% of agency services’ revenue per annum. For other claims not included in above clauses, Company’s liability shall be limited to RMB 10,000 per occurrence or series of connected occurrences and up to the annual aggregate of 5% of the related service fee paid to Company in the same year. Company’s compensation shall be calculated on the basis of the replacement cost of the goods lost or damaged.

9. 公司和/或其分包商不应对非因其故意或过错造成的损失和迟延损失承担责任（包括但不限于海关检查、政府行为、抢劫、不可抗力、进出口法律政策的变化、航班或船期延误、货物的固有缺陷\客户的不当指示、疫情、流行病以及其他公司不可控制的因素）。
Company and/or its subcontractor will not be liable for damage, loss and/or delay arising from its non-willful act and non-negligence (including but not limited to the Customs’ inspection, government’s act, hijack, force majeure, change of export and import regulations and policy, flight/voyage delay, inherent defect of Cargo, improper instruction by Customer, epidemic, pandemic and other elements out of Company’s control).

10.不管本条款中的任何其它规定，在任何情况下，公司不应当被要求承担包括但不限于商业信誉、利润、市场份额、第三方索赔等在内的任何间接损失。
Notwithstanding any other provision herein contained, Company shall, in no event, have any liability for any loss of profit, loss of sales, loss of market, loss of goodwill or reputation, third party claims, or any indirect or consequential loss.

11. 客户在此承诺，除非是已经明确提出，其对货物的操作没有任何特别的要求（比如温度、湿度等），倘若因此引起货物的变质或损坏，公司无须承担任何责任。客户如果对货物的操作提出任何特别要求，客户应当补偿公司因此增加的额外费用。
Customer warrants that, save as specified in advance, there are no special requirements for storage or distribution for the Products (whether as to temperature, humidity or otherwise) and accordingly Company shall have no liability in the event of any deterioration, loss or damage to the Products arising from any such requirement. If Customer shall request that any such special requirements for storage/distribution are introduced it shall be responsible for all costs and expenses incurred by Company.

12. 除非公司事先书面表示接受，客户不应当将任何危险品交付公司进行操作。如果公司同意接受提供仓储和/或派送危险品服务，客户有义务事先向公司提供充分、正确的货物属性及性质等资料，并严格根据有关法律法规规定对危险品进行包装并贴上提示和警示标志。公司有权在认为该危险品有可能对其它的货物、财产、生命或健康构成危险时，客户承担风险和费用的情况下，自主判断予以销毁或处置。客户应当补偿公司操作危险品危险品过程中遭受的损失、责任和费用。为本条款之目的，危险品是指在相关国际公约或国家法律法规定义的危险品清单中规定的货物。
Company shall have no obligation to distribute and/or store any Dangerous Goods unless it agrees otherwise in writing. If Company so agrees Customer shall be responsible for ensuring that for all Dangerous Goods have received precise and correct identification of the substances in advance and Customer shall ensure that all Dangerous Goods are presented, packaged and labeled in strict accordance with all statutory requirements from time to time. Company reserves the right to impose special conditions in regard to Products which in its opinion are in any way hazardous, dangerous or likely to be detrimental to the safe carriage or handling of other merchandise. Customer shall indemnify Company all loss or damages arising out of Dangerous Goods being tendered for transportation or storage or being handled or carried by Company. For the purposes of this Condition "Dangerous Goods" shall mean goods falling within the definitions of Dangerous Substances by related international conventions/regulations and/or statute from time to time.

13. 客户应保证并承认其委托储运的货物遵守中华人民共和国所有与运输、税收、货物进出口、知识产权等内容相关的法律、法规、政策和要求 。即客户保证其货物在知识产权方面不存在任何瑕疵，其为合法的知识产权权利人，并且客户将严格遵守进出口国、中转国知识产权法律法规以及海关的相关政策及规定。
Customer guarantees and undertakes to ensure that the cargo for transportation/storage shall comply with all applicable laws, regulations, policies and/or requirements of People’s Republic of China in respect of transportation, taxation of the cargo, cargo import and export, intellectual property right and other relevant aspects. That means the customer guarantees that their cargo are free from any right or claim of a third party based on industrial property or other intellectual property and guarantee that he is a legitimate right holder. The customer should strictly comply with the IP laws, regulations, customs policies and regulations of the importing and exporting country and transshipment country.

14.1. 各方声明、保证并承诺如下：
a) 在履行本协议过程中，其应遵守所有适用的贸易法律。
b) 其及其控股公司均非受限制人士。
c) 其不会在履行本协议过程中直接或间接使任何受限制人士参与其中。
d) 如其知悉在履行本协议过程中存在违反适用贸易法律的情形，应立即以书面形式通知另一方。
[Each Party] warrants that:
a) It shall comply with all applicable [Trade Laws] in the performance of this [Agreement].
b) Neither it nor its holding company(ies) is a [Restricted Person].
c) It will not involve any [Restricted Persons], directly or indirectly, in the performance of this [Agreement].
d) It will promptly notify the other Party in writing if it becomes aware of a violation of applicable [Trade Laws] in performance of this Agreement.
14.2. 客户声明、保证并承诺如下：
a) 其已取得适用贸易法律要求的、为公司处理客户货物并提供服务所需的全部执照。
b) 如货物受任何贸易法律项下的禁止或其他限制约束（例如军用物项或两用物项）（“受控物项”），应通知公司。

c) 为使公司能够依照适用贸易法律处理客户货物并提供服务，其应披露任何及全部必要信息，包括货物的出口管制分类信息及所需授权文件副本。
d) 其应按照公司指定的格式，及时、完整、真实、准确地提供信息，以使公司能够依法提供服务；并
e) 如其发现任何错误或不准确之处，应立即通知公司。
f) 在向公司交付任何受控物项货物前，客户应将适用于该等受控物项的任何特殊路线或其他条件告知公司。
[Customer] warrants to:
a) Have obtained all licenses required by applicable Trade Laws to handle Customer's shipments by Company [and provide the Service].
b) Notify Company if goods are subject to prohibitions or any other restrictions under any Trade Laws, such as military or dual use items ("Controlled Goods").
c) Disclose any and all information necessary for [Company] to [handle [Customer's] shipments and provide the Service] in compliance with applicable [Trade Laws], including export control classification information for the shipment and copies of requisite authorizations.
d) Provide timely, complete, true, and accurate information, in the format specified by [Company], for [Company] to lawfully provide [the Service]; and
e) Promptly notify [Company] of any errors or inaccuracies it identifies.
f) Prior to tendering a shipment of Controlled Goods to Company, inform Company of any special routing or other conditions applicable to such Controlled Goods.
14.3. 客户同意，为遵守适用贸易法律项下的义务，公司有权拒绝提供服务。公司可就涉及禁运国家或受全面制裁国家的订单开展额外尽职调查。
[Customer] agrees that [Company] has the right to refuse services to comply with obligations under applicable Trade Laws. [Company] may apply additional due diligence for embargoed or comprehensively sanctioned country orders.
14.4. 无论本协议任何其他条款如何约定，各方均可在不承担任何责任的情况下立即暂停或终止本协议：
a) 如另一方违反或未遵守本节规定的任何条件、陈述或承诺；或
b) 如任何贸易法律以任何方式阻止、限制或禁止任一方按照本协议要求履行其义务。
Notwithstanding any other provisions of the Agreement, each Party may immediately suspend or terminate this Agreement without liability on its part:
a) in the event of any breach or failure of the other Party to comply with any of the conditions, representations, and undertakings set forth in this section; or
b) in the event any Trade Laws in any way prevent, restrict, or prohibit performance of either Party's obligations as required by this Agreement.
14.5. 在适用法律允许的范围内，各方（"赔偿方"）同意，就因赔偿方违反本节而导致的任何损害、索赔和成本，包括但不限于合理律师费以及相关主管机关作出的任何罚款或处罚，向另一方作出赔偿并使其免受损害。
To the extent permitted by applicable law, each Party (the "Indemnitor") agrees to indemnify and hold harmless the other Party against any damages, claims and costs, including but not limited to reasonable attorney fees and any fines or penalties from relevant authorities resulting from the Indemnitor's breach of this section.
14.6. 客户接受并同意，公司不会为本公司、其关联方或任何第三方或代表其作为：（i）出口管制和制裁目的下的出口商；或（ii）海关目的下的进口记录方或出口记录方（或间接代表）。
[Customer] accepts and agrees that the [Company] does not act for or on behalf of the Company, its affiliates or any third party as (i) Exporter for export control and sanctions purposes, nor (ii) Importer of Record or Exporter of Record for customs purposes (or indirect representative).
定义：
"受限制人士"指符合以下任一情形的任何自然人或法人：
(a) 被列入欧盟综合金融制裁名单或适用政府拒绝或限制方名单；或
(b) 由第(a)项所述人士直接或间接拥有50%或以上权益（包括合计拥有）或按适用贸易法律定义受其控制，或代表第(a)项所述人士行事。
"贸易法律"指所有有关经济制裁、反抵制法律、受限制方名单、服务、货物、技术或软件的进口、出口、再出口、转让等贸易管制且具有法律效力的法律、法规和政策，包括欧盟及其成员国、联合国、美利坚合众国的相关规定，或适用于一方或本协议的任何政府法律。
Definitions:
"Restricted Person" means any natural and legal person that is:
(a) listed on the Consolidated Financial Sanctions List of the European Union or an applicable governmental denied or restricted party list; or
(b) directly or indirectly owned 50% or more (including in the aggregate) or controlled as defined by applicable Trade Laws, or acting on behalf of a Person described in (a).
"Trade Laws" mean all laws, regulations, and policies concerning economic sanctions, anti-boycott laws, restricted party lists, trade controls on the import, export, re-export, transfer of services, goods, technology or software, having the force of law, including those of the European Union and its member states, the United Nations, the United States of America, or any government laws applicable to a Party or to the Agreement.

15. 客户应当补偿公司根据客户的指示或由于客户疏忽或违反保证义务而遭受的税收、罚款、费用等一切损失。
Customer shall indemnify and keep Company indemnified against all losses including but not limited to duties, taxes, levies, fines, penalties and other outlays arising out of Company acting in accordance with Customer's instructions or arising from any breach by Customer of any warranty contained or referred to in the Conditions or from the negligence of Customer.

16. 如果发生任何公司根据本协议规定而应当对客户承担责任的情况下，客户应当根据公司的索赔流程向公司提出书面索赔通知，如果客户没有及时向公司索赔，视同客户同意放弃对公司的索赔。
Any claims made by Customer against Company must be made in writing according to Company's Claim Handling Process after Customer becomes or should have become aware of any event or occurrence alleged to give rise to such claim. Any claim not so made and notified shall be deemed to be waived.

17. 不可抗力
Force Majeure
(1) "不可抗力 "是指就任何一方而言、超出该方合理控制的任何情况，包括但不限于自然灾害、遵守任何政府或其他当局要求（包括海关、警察或其他国家、州或地方当局限制旅行或商业的命令或指令）做出的行为、战争或国家紧急情况、暴乱、内乱、 恐怖主义行为、海盗、火灾、爆炸、洪水、犯罪行为、包括网络攻击在内的任何与信息安全有关的威胁、恶劣的天气条件、传染病、大流行病、封锁、罢工和其他行业纠纷（具体情形下无论是该方或其分包商的劳动力）、劳动力/材料及服务短缺以及无法或延迟获得供应。
"Force Majeure" means in relation to either Party, any circumstances beyond the reasonable control of that Party, including, without limitation, acts of God, compliance with any acts of any governmental or other authority, compliance with any acts of any governmental or other authority, including orders or directives of customs, police or other national, state or local authorities restricting travel or commerce, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, flood, criminal acts, third party cyber-attacks or other information security-related threats, severe weather conditions, epidemic, pandemic, lock-outs, strikes and other industrial disputes (in each case whether or not referring to that Party's or subcontractors' workforce), shortage of labor, materials and services and inability or delay in obtaining supplies.
(2) 如协议一方未能履行、部分未能履行或延迟履行本协议项下的责任义务，其原因是归结于不可抗力，将不被认为是违反本协议或任何工作说明（违反协议项下付款义务的除外），亦无须对另一方就此遭受的损失负责（包括但不限于货物的损失、损坏或延误）。如协议一方所履行的协议项下义务受到不可抗力的影响，则履行该项义务的日期应被延缓，直至此不可抗力的影响结束。当此不可抗力终止时，受影响的一方应尽快（包括合理的启动期）继续履行协议的义务。本条款不适用于任何一方应付或拖欠另一方的款项。
Neither Party shall be deemed to be in breach of this Agreement or any Statement of Work or otherwise liable to the other Party for damages (including but not limited to loss, damage or delay to Goods) or otherwise for any failure, partial failure or delay in performing any of its duties or obligations under this Agreement (other than breach of an obligation to make payment of any sum due under this Agreement) to the extent such failure is due to Force Majeure. If a Party's performance of its obligations under this Agreement is affected by Force Majeure, the date for performance of such obligation shall be deemed suspended for a period equal to the delay caused by such Force Majeure and the affected Party shall resume prompt performance as soon as such Force Majeure (including a reasonable start-up period) shall have ceased. The provisions hereof shall not apply to monetary amounts due or owing by either Party to the other.
(3) 受不可抗力影响的一方应尽商业上的合理努力，在获知不可抗力后，尽快向另一方发出通知，说明不可抗力的性质和范围。
The Party affected by Force Majeure shall use commercially reasonable efforts to give notice to the other Party, specifying the nature and extent of the Force Majeure as soon as reasonably practicable after becoming aware of the Force Majeure.
(4) 双方将尽一切合理的努力来减轻不可抗力对履行协议和任何工作说明的影响。为避免疑问，由于与信息安全有关的威胁或攻击而关闭IT系统、部门或其部分，应始终被视为一种缓解措施。
Both Parties will use all reasonable endeavours to mitigate the effects of Force Majeure on the performance of the Agreement and any Statement of Work. For the avoidance of doubt, a close down of IT systems, sectors or segments thereof due to an information security-related threat or attack shall always be deemed to be a mitigation action.
(5) 如果由于不可抗力事件，公司为客户继续提供服务（以及履行本协议项下公司的全部或部分义务）将产生额外的费用，或因不可抗力事件导致公司提供与之相关的额外服务，则公司应立即将此情况告知客户。在公司继续提供服务或额外服务之前，客户和公司应就受不可抗力事件影响的服务已经或将要发生的所有成本和/或费用以及因此而需提供的额外服务进行商议并达成一致。公司应尽一切商业上的合理努力，以避免和/或减少此类额外费用或额外服务。
If, by reason of a Force Majeure event, Company determines its ability to service Customer's business (and fulfill all or any part of Company's obligations under this Agreement) requires it to incur additional costs, or provide additional services related thereto, then Company shall promptly communicate such to Customer. Customer and Company shall then confer and agree on all such costs which have been or will be incurred for Services affected by the Force Majeure event, and additional services to be provided as a consequence, before Company is obliged to continue with the Services or additional services. Company shall exercise all commercially reasonable efforts to avoid and/or mitigate such additional costs or services.

18. 在国际海运或空运业务中，如果公司签署的空运单、联运提单或海运提单和本条款中的条文和条款不一致或互相排斥时，则以该种单据中的条文和条款为优先适用。
If Customer's goods are transported on Company's House Air Waybill, Combined Transport Bill of Lading, or Bill of Lading issued by Company but differs from the Conditions or if there is any conflict between the terms then those terms applied in such documents shall prevail to the Conditions.

19. 客户或其收货人应当及时或按约定的时间提取货物，否则应当承担并补偿公司因此遭受的损失和费用。
Customer or its consignee should take delivery of the Goods as such date may have been agreed between parties, where fails to take delivery of the Goods on time, Customer will indemnify and keep Company indemnified against all losses and charges.

20. 在公司认为必要的时候，其可以将部分条款项下的义务交由其认为合适的第三方执行，但并不影响公司根据本条款而需要向客户承担的责任。
Company may sub-contract part of its rights and obligations under the Conditions to any third party it deems suitable. In that case, the Company shall be still responsible for the obligations under the Conditions.

21. 双方同意对于其从对方得到的属于秘密性质的信息承担保密义务。
Company and Customer mutually undertake and agree with the other at all times hereafter to keep all information which is of a confidential or secret nature of the other.

22. 本条款用英文和中文写成，如有不符，以中文版本为准。
The Conditions is written in English and Chinese. In the event of any inconsistency or conflict, the Chinese shall prevail.