



These Terms and Conditions govern every shipment carried out through the DHL FREIGHT EUROCONNECT INTERNATIONAL service (hereinafter referred to as "ECE": "service for international groupage shipments"), DHL FREIGHT STANDARD PALLET INTERNATIONAL service (hereinafter referred to as "SPI": "service for international palletized shipments"), the premium DHL FREIGHT EURAPID service (hereinafter referred to as "ERA": "service for international groupage shipments with fixed delivery and priority handling, offered for selected destinations"), the premium DHL FREIGHT PREMIUM PALLET INTERNATIONAL service (hereinafter referred to as "PPI": "service for international palletized shipments with fixed delivery and priority handling, offered for selected destinations"), and the DHL FREIGHT EUROCONNECT DOMESTIC service (hereinafter referred to as "ECD": "shipment transportation with pickup anywhere within the Czech Republic and subsequent delivery to a chosen address within the Czech Republic"), DHL FREIGHT HOME DELIVERY DOMESTIC service (hereinafter referred to as "HDD": "shipment transportation with pickup anywhere within the Czech Republic and delivery to a private address within the Czech Republic"), under the conditions set forth below. DHL Freight CZ s.r.o. (hereinafter referred to as DHL) reserves the right to amend these Terms and Conditions.

These Services are agreed upon through an order placed via the website [DHL Freight - European Road and Rail Freight - DHL Freight - Czech Republic](#), through the Customer Portal, or by other written (including electronic) forms if such an option is available, and the customer hereby agrees to these Terms and Conditions. The Customer Portal means an electronic system operated by DHL Freight that records contractual relationships with individual customers, electronic data about shipments and goods that are the subject of delivery, and data about the status and location of shipments and goods. Every customer registered in the Customer Portal is required to provide truthful information about themselves (whether a natural or legal person) during registration, and DHL Freight is entitled to verify this information. The customer is required to provide, in particular, their real name and surname, position, or the name of the business entity, Identification Number (IČ), and registered office address. During the contractual relationship, the customer is entitled to change the identification data entered into the Portal by written notification (email notification) only if such changes are also made in public registers (Commercial Register, Trade Register, etc.). By entering electronic data about a shipment into the Customer Portal, the customer concludes a contract with DHL Freight, confirms these Terms and Conditions,

and declares that they have familiarized themselves with their content before concluding the contract, agree with them, and accept them without reservation. DHL Freight reserves the right to refuse or cancel the customer's registration in the Customer Portal at any time, especially, but not exclusively, due to poor payment discipline of the customer, insolvency proceedings, poor previous business experiences with the customer, due to damaging the good name of DHL Freight by the customer, etc.

1. Accepted goods

DHL accepts for transportation all shipments and goods with the exception of (hereinafter referred to as "Prohibited Goods"):

- banknotes and coins, checks, stamps,
- weapons and ammunition, replicas of weapons or military equipment,
- waste,
- unpackaged bulk material,
- tobacco products,
- commodities subject to excise duty (hard alcohol, cigarettes, electronic cigarettes and their refills),
- live animals,
- live plants,
- human or other remains,
- perishable goods,
- valuables (precious metals and stones, jewelry), including telephone SIM cards,
- shipments containing easily damaged items and substances, such as alcohol subject to excise duty and other expensive liquids in glass bottles, similar fragile packaging, etc., even if the instructions for proper packaging of the shipment are followed,
- fire extinguishers not secured on a pallet,
- commodities requiring special handling, permits, or regulated temperature regime,
- dangerous goods of class 1 (except UN0014), 6.2, and 7 (ADR),
- counterfeits, items that infringe intellectual property rights, or content that is in violation of relevant trade restrictions and embargoes, or that is to be delivered to a rejected person (listed in publicly rejected persons lists of the UN, EU, USA, or others), or that contains any other items that are not allowed to be



transported according to relevant legal regulations,

- insufficiently or incorrectly packaged goods.

Acceptance of jewelry and watches for transportation is possible only based on a prior written agreement with the relevant DHL facility (terminal).

In the case of the ECD and HDD services, DHL accepts for transportation only such shipments whose maximum value does not exceed 1,000,000 CZK.

Delivery to private individuals at a private address is not possible within the SPI service, premium ERA service, and PPI service. Delivery to private individuals at a private address within the ECE product may be subject to an additional fee: freight.dhl/price-list

All dangerous goods (ADR) cannot be transported within the SPI service, premium PPI service, and the additional Fixed Delivery Date (FDD) service.

Shipments within the premium ERA service, PPI service, and the additional Fixed Delivery Date (FDD) service within the ECE and SPI services with a total shipment value exceeding 100,000 EUR, or with a goods value exceeding 50,000 EUR per one cargo piece, may be accepted for transportation only based on a prior written agreement with the relevant DHL facility (terminal). If the shipment consists of only one cargo piece, the maximum value limit of 50,000 EUR applies.

Acceptance of the shipment for transportation cannot be considered confirmation that the shipment is not Prohibited Goods.

DHL is not obliged to examine whether the shipment is Prohibited Goods. In case of doubts about whether the shipment is Prohibited Goods, or for security, customs, or other reasons specified by legal regulations, DHL is entitled to open and inspect the contents of the shipment. The person delivering the shipment is not obliged to participate in the content inspection.

DHL is entitled, at its own discretion, to choose the transportation route and to carry out the Service or any part of the Service through subcontractors of contractual partners.

Weight and dimension limits For the ECE service: The minimum dimension limit of one cargo piece is: length 15 cm, width 11 cm, and height 3 cm, the minimum weight of one cargo piece is 1 kg. Shipments with individual cargo pieces exceeding 400 cm in length, 220 cm in width, and 220 cm in height, or with individual cargo pieces weighing more than 1500 kg, can be accepted for transportation only based on a prior written agreement with the relevant DHL facility (terminal). The maximum total weight of a shipment transported within the ECE service is set at 2,500 kg. In the case of the ECE/ERA service, DHL is obliged to accept for

transportation only shipments whose weight of a loose cargo piece is a maximum of 30 kg. A cargo piece weighing more than 30 kg must be manipulable with standard handling equipment. In the case of a request for pickup or delivery of a shipment with a vehicle with a hydraulic tail lift, the maximum weight of one cargo piece is 750 kg and the maximum dimensions are: length 220 cm, width 120 cm, height 150 cm.

For the premium ERA service: The maximum dimensions of a cargo piece: length 240 cm, width 120 cm, height 220 cm. The maximum total weight of a shipment transported within the ERA service is 2500 kg and the maximum weight of one cargo piece is 1000 kg.

For the SPI and premium PPI services: only palletized shipments without pallet overhang are accepted for transportation. The minimum dimensions of a cargo piece (pallet): length 60 cm, width 80 cm, height 3 cm. The maximum dimensions of a cargo piece (pallet): length 100 cm, width 120 cm, height 220 cm. The maximum weight of a cargo piece (pallet) is 750 kg. The maximum number of pallets per shipment: 5x EURO pallet (120x80 cm) or 10x half pallet (60x80 cm) or 4x industrial pallet (120x100 cm), max. 2500 kg recalculated weight per shipment.

For the ECD, HDD services: The maximum dimensions of a cargo piece: length 400 cm, width 220 cm, and height 220 cm. The weight or volumetric weight ($1\text{m}^3 = 250\text{ kg}$) of the entire shipment (weight or volumetric weight of all pieces of the shipment) must not exceed 3000 kg. The maximum weight of one cargo piece is 800 kg, otherwise, DHL is not obliged to provide the service and is not liable for any damage to the customer.

For the additional HDD service "delivery to the floor," the weight or volumetric weight ($1\text{m}^3 = 250\text{ kg}$) of the entire shipment (weight or volumetric weight of all pieces of the shipment) must not exceed 80 kg. The weight of one piece of such a shipment must not exceed 50 kg, otherwise, DHL is not obliged to provide the service and is not liable for any damage to the customer. At the same time, the shipment must be easily manipulable by 2 persons.

Transportation of shipments requiring side loading or unloading of the vehicle is possible only after prior agreement with the relevant DHL facility (terminal).

If the shipment is Prohibited Goods, DHL may: (i) refuse to accept the shipment without giving reasons and demand a fee from the sender for the futile trip to the sender up to the full amount of the fee according to the price list, (ii) return the shipment to the sender at the sender's expense or store the shipment for the purpose of its pickup by the sender or law enforcement authorities, or (iii) accept and transport the shipment without notifying the sender and subsequently demand



from the sender the payment of an additional fee for any necessary special handling (if such a fee is included in the price list), or compensation for damage consisting of increased costs for DHL.

Volume conversion Voluminous goods will be invoiced based on a volumetric coefficient of 1 m³ = 250 kg. One loading meter will be charged as the equivalent of 1,650 kg (unless otherwise specified).

The price for the transportation of the shipment is usually determined based on the actual or volumetric weight of the shipment. The final price for transportation is then calculated from the higher value.

For the ECE, ERA service: ADR shipments are always charged as non-stackable, i.e., the conversion based on loading meters is applied (this also applies to sublimit quantities).

2. Transportation Order

The order for the ECD, HDD, ECE, ERA, SPI, and PPI services is made through electronic data transmission or via DHL applications. The order must be submitted and the data provided in electronic form no later than at the time of pickup of the shipment for transportation. In the event that the order is not submitted to DHL in the form and time specified in these Terms and Conditions or in accordance with the forwarding contract, DHL is not obliged to provide the service and is not liable for any damage to the customer. When using another form of order, DHL is entitled to apply an administrative fee to the Customer according to the valid price list published at: [freight.dhl/price-list](https://www.dhl.com/content/dam/dhl/local/cz/dhl-freight/documents/pdf/cz-freight-delivery-shipping-terms-cz.pdf)

In order for the ECE, ERA service order to be correctly processed and the shipment handed over for transportation, the party placing the transportation order must provide:

- a properly completed transportation order, 3 copies of the commercial invoice for export to countries outside the European Union (for transportation to countries within the European Union, it is not necessary to equip shipments for transportation with a commercial invoice, which can be replaced by a packing list or another transportation document for the goods),
- export customs documents or other accompanying documents necessary for customs clearance at the DHL terminal.

The order must contain at least the following information: a) complete information about the transportation orderer – their name and surname, if it is a natural person, and the complete designation of the business entity, if it is a legal person, including the contact person and telephone, exact address including

postal code, Identification Number (IČ), Tax Identification Number (DIČ), and bank details, b) exact address of the loading and unloading place of the shipment, including contact persons and their telephone numbers, c) date of loading at the place of dispatch, or specification of the time range for loading, d) for international transportation, the delivery condition according to DHL Delivery Terms – DHL DELIVERY TERMS, further specified at

<https://www.dhl.com/content/dam/dhl/local/cz/dhl-freight/documents/pdf/cz-freight-delivery-shipping-terms-cz.pdf> e) complete information about the payer of the transportation, if different from the orderer, f)

information about the shipment – type, description of goods and their packaging (weight, dimensions, number of cargo pieces, nature of the goods).

The party placing the transportation order is responsible for all consequences resulting from missing or incorrectly entered transportation data. Additionally, in such a case, DHL is not liable for any damage caused to the other contracting party.

3. Obligations of the Consignor

The Customer has the following obligations: a) to prepare and adequately pack the shipment to ensure its safe transportation with the exercise of ordinary care in handling; b) to appropriately label the shipment, provide DHL with complete and truthful information, especially about the weight, dimensions of the shipment, and its contents, and to indicate the complete address of the recipient (shipment) and the customer on the shipment. Any declaration of value provided for customs or other informational purposes will not be considered a declaration of interest in special delivery of the shipment or the value of the shipment within the meaning of international transport conventions (e.g., CMR) and will not result in an extension of DHL's liability; c) in accordance with legal regulations, to obtain all necessary consents regarding personal data provided to DHL, including (but not limited to) the data of the recipient and the customer, usually to the extent of: name and surname, email address, and telephone numbers, for the proper provision of the service; d) to comply with all relevant provisions of customs, import and export regulations, sanctions, embargoes, as well as other legal regulations, and to attach all documents to the shipment that may be required under the relevant legal regulations. DHL is not obliged to check the correctness and completeness of these documents. If any of the required documents are not available, the customer is obliged to promptly provide such document upon DHL's request, but no later than within five working days; e) in the event of delayed submission or



failure to submit such document or documents, DHL is entitled to treat the shipment as Prohibited Goods.

The Customer is obliged to promptly compensate DHL for any damage caused by the violation of legal regulations or these Terms and Conditions by the sender or a third party in connection with the service. Damage for the purposes of this provision also includes any sanctions, fines, and claims made against DHL by public authorities due to or in connection with the violation of relevant legal regulations or these Terms and Conditions.

4. Packaging and identification

The Customer is obliged to submit the shipment for transportation as a consolidated handling unit in proper packaging so that it is protected during transportation and handling from loss, damage, or destruction, and so that it does not damage jointly transported shipments, vehicles, terminal equipment, and does not endanger the safety of persons handling the shipment.

The Customer is obliged to properly package the shipment in accordance with §2097 of Act No. 89/2012 Coll., the Civil Code, as amended, with the proper packaging also meeting the following conditions: the material on the pallet must be bound together with strapping tape to prevent tilting of the shipment or its arbitrary movement of loose packages, it must be wrapped in double cardboard packaging supplemented with shrink wrap, the sender is obliged to submit each piece of the shipment for transportation as a consolidated handling unit in proper packaging so that it is protected during transportation and handling from loss, damage, or destruction and so that it does not damage jointly transported shipments, used vehicles, transshipment equipment owned or leased by the forwarder, and so that it does not endanger the safety of all persons handling the shipment. The proper packaging is derived from the nature of the transported goods, their physical weight, dimensions, and center of gravity. The recommended securing of shipments for transportation is sealing the packaging with original company adhesive tape.

The Customer is obliged to number each individual piece of the shipment (e.g., 1/5 – if the shipment consists of 5 pieces) and label all pieces of the shipment with a DHL barcode label (printed by the customer application or another agreed DHL label printing solution). In the case of an exemption granted for not labeling with a DHL label, the sender must label all pieces of the shipment with the complete address of the recipient.

For the ECE and ERA services, an individual shipment may contain a maximum of 10 pieces (non-palletized). Shipments with a higher number of cargo pieces (non-

palletized) may be accepted for transportation only based on a prior agreement with the relevant DHL facility (terminal).

The party placing the transportation order must sufficiently specify the necessary information to identify the course of transportation on individual cargo pieces so that the shipment can be safely transported by DHL. This information must include the recipient's address, the sender's address (customer), handling symbols, and the nature of the goods. If the nature of the shipment requires it to be handled in a certain way during transportation and handling or to be stored in a certain position, the sender is obliged to mark it with handling or warning labels.

Responsibility for damages resulting from insufficient packaging will be on the party that submitted such incorrectly or insufficiently packaged shipment for transportation.

Instructions for proper packaging are provided at: www.freight.dhl/how-to-pack-a-shipment.

The combination of joint packaging of safe and dangerous substances is allowed only for transportation in limited quantities according to chapter 3.4 ADR, based on a written declaration from the sender that both substances cannot react dangerously with each other.

5. Transportation fees and payment conditions

The freight charges for the ECE, SPI, ECD, HDD services, and the premium ERA and PPI services are determined individually according to the applicable DHL tariffs. They are calculated based on the weight or volume of the shipment, the place of loading and unloading, and the required additional services.

The freight charges do not include rates for non-standard services, i.e., additional services such as pickup or delivery of the shipment outside of regular business hours, pickup or delivery of the shipment to exhibitions, ports, ships, pedestrian zones, shopping centers, or mountain locations. In such cases, prior agreement with DHL is required.

The freight charges are invoiced to the party responsible for the freight charges in accordance with the delivery terms. The due date for invoices for transportation and costs related to this transportation (such as insurance, ADR goods transportation surcharge, and other additional services) is 14 days from the date of the invoice.

Within the ECD and HDD services, it is possible to agree between DHL, the customer, and the recipient that the transportation cost of the shipment will be paid by the recipient to DHL.

Within the ECD and HDD services, additional services can be ordered: Pallet Management, Late Hour Pickup,



Storage at Terminal for more than 3 days, Third Delivery Attempt, further specified at: [European Road Freight - DHL Freight - Czech Republic](#).

If any information provided by the Customer according to Article 3(b) of these Terms and Conditions proves to be false or misleading (especially information regarding the dimensions and weight of the shipment), DHL is entitled to apply an administrative fee to the Customer according to the valid price list published at [freight.dhl/price-list](#) for each individual repeated violation of this obligation. Payment of the administrative fee does not affect the right of the contractual parties to claim compensation or indemnification in full.

Notwithstanding any other provisions of these Terms and Conditions, DHL may at any time increase the remuneration for arranging transportation (or transportation) to reflect the increase in DHL's costs arising as a result of: a) changes in tax rates, legislation, other regulatory requirements, and issued measures; b) additional costs incurred by DHL for reasons beyond its reasonable control; c) changes in the customer's requirements for services provided under the contract, on which the current amount of remuneration is based. This increase in remuneration becomes valid from the moment it is practically possible, and retroactively if DHL would otherwise suffer financial harm. The ten-day notice period for announcing the change does not apply.

6. Delivery conditions

For international transportation, the delivery terms are governed by DHL Delivery Terms – DHL DELIVERY TERMS, further specified at [cz-freight-delivery-shipping-terms-cz.pdf](#).

The DDP delivery term can be applied to the premium ERA and PPI services only if customs clearance is arranged within the DPDHL group.

7. Transit times

The transit time indicated in the ECE system schedules is stated as the estimated transit time, but it is not a fixed and guaranteed delivery time. On Saturdays, Sundays, and holidays, the delivery period does not run, and the delivery date of shipments is moved to the next working day. The additional Fixed Delivery Date (FDD) service within the ECE and SPI services offers the option of delivery on a pre-agreed date, but with a delivery period always at least 1 working day and a maximum of 5 working days longer than the estimated transit time.

Within the ECD and HDD services, DHL will make efforts to deliver the shipment on the next working day after the shipment is picked up. Shipment delivery takes place

on working days from Monday to Friday (8:00 AM – 6:00 PM).

8. Collection and delivery

The pickup of the shipment from the customer is carried out the following day after the transportation order is delivered or at another pre-determined time agreed with the customer. Within the premium ERA service, it is possible for some selected locations to pick up the shipment in the morning or forenoon on the day the transportation order is placed. Upon acceptance of the shipment for transportation, the customer confirms the transportation documentation with their signature and stamp, or by electronic means, thereby agreeing to the information stated therein (number of cargo pieces, packaging, weight and dimensions of the shipment, place of unloading). If the driver of the collection vehicle finds that the packaging of the shipment is missing or insufficient, the shipment will be accepted only with reservations noted in the transportation documentation and with the customer's demonstrable consent to these reservations. After accepting the shipment for transportation, the driver of the collection vehicle will provide the sender with a copy of the transportation documentation as proof of acceptance of the shipment for transportation, or confirm the sender's own transportation document.

The customer may, by prior agreement with the relevant DHL terminal, deliver the shipment directly to the DHL terminal for transportation.

Shipments under the ECE, SPI, ERA, and PPI services are delivered to the recipient according to the time schedule of the respective service.

Upon receipt of the shipment, the recipient will record the date and time of receipt on the waybill and confirm the faultless delivery with their signature and stamp (personal identification number) or by electronic means.

The customer is obliged to ensure that third parties, especially recipients, begin unloading the shipment immediately upon the vehicle's arrival.

The customer is obliged to provide reasonable assistance with the loading/unloading of shipments if the shipment handled at one sender/recipient exceeds a weight of 500 kg or if it contains a piece weighing more than 50 kg.

For the ECD and HDD services, in case of non-delivery of the shipment, a second delivery attempt is made, followed by storage for 7 days. An additional delivery attempt is charged.

The customer is obliged to inform third parties who will be handing over shipments for transportation or receiving them about the conditions and characteristics of the shipments and the method of handing over and



receiving shipments, and to ensure that the shipments handed over for transportation based on their order, or the shipments received from DHL, comply with these provisions. The customer is responsible for non-compliance with these requirements as if they were handing over or receiving the shipment themselves.

Shipments are handed over at the unloading ramp or on the sidewalk in front of the recipient's building. DHL does not typically provide delivery and moving of shipments into apartments, floors, basements, or warehouses.

If the recipient or their authorized person is not present at the address provided by the customer at the time of delivery, DHL is entitled to deliver the shipment to an alternative recipient. Alternative recipients are considered to be adult relatives of the recipient or other persons located on the recipient's premises. If there is a central receiving area at the recipient's address (e.g., reception or mailroom), DHL will deliver the shipment to such a central receiving area.

If the place or person for alternative delivery of the shipment is determined by the recipient, it is assumed for the purposes of this article that the customer has authorized the recipient to determine the place or person for alternative delivery of the shipment.

9. Liability and insurance

DHL's liability for damage in international transportation is governed by the relevant provisions of the Convention on the Contract for the International Carriage of Goods by Road (CMR Convention). Unless otherwise specified, DHL's liability for damage in domestic transportation is limited to 8.33 SDR (Special Drawing Rights) per 1 kg of gross weight of the shipment.

DHL has established a principle of minimizing costs for damages caused by it and requires customers to apply this principle when handling claims.

Shipments under ECE, SPI, ERA, and PPI services with a value up to 500,000 CZK with freight charges paid in the Czech Republic include automatic insurance for 100% of their value in the freight charges. This automatic shipment insurance applies to European countries, except for Ukraine, Belarus, and Russia.

Shipments under ECE, SPI, ERA, and PPI services with a declared value of goods exceeding 500,000 CZK, as well as shipments to/from other destinations (except those mentioned above), will be additionally insured upon request individually according to contractual rates, but up to a maximum value of 100,000 EUR per shipment.

Shipments under ECD and HDD services with a value up to 500,000 CZK with freight charges paid in the Czech Republic include automatic insurance for 100% of their value in the freight charges.

For the ECD and HDD services, DHL's liability for damage is limited to 500,000 CZK (excluding VAT) per shipment. Shipments under ECD and HDD services with a declared value of goods exceeding 500,000 CZK will be additionally insured upon the customer's request individually according to contractual rates, but up to a maximum value of 1,000,000 CZK (including VAT) per shipment.

DHL's liability for damage is further strictly limited only to direct damage to the shipment with the limits specified in this article.

In the case of automatic insurance for shipments up to 500,000 CZK (excluding VAT) and in the case of additional insurance for shipments over 500,000 CZK, the insurance covers damage to the shipment, freight charges, and documented statutory fees related to the delivery of the shipment.

Automatic insurance cannot be applied to shipments containing already used goods, or goods under warranty claims, and goods for repair – these cases can be individually insured upon request.

Liability for damages caused to shipments not covered by 100% value insurance, especially the cases mentioned above, is governed by the CMR Convention. The amount of compensation under the CMR Convention is up to 8.33 SDR (Special Drawing Rights) per 1 kg of gross weight of the shipment.

DHL's liability for non-material damage and other types of consequential damages (such as lost profit, loss of business, loss of goodwill, third-party claims, or any other consequential damages) is excluded, even if DHL was informed of the risk of such damage in advance.

DHL does not limit its liability for damage in cases where it is not possible by law.

DHL is not liable for damage caused by the loss or damage of Prohibited Goods or shipments that were not packaged in the manner specified by these Terms and Conditions.

The authorized person also declares in this context that: (i) it is not considered a weaker party within the meaning of the relevant provisions of the Civil Code, and (ii) it is aware that the price for the provision of the Service reflects the scope of rights and obligations under these Terms and Conditions, as well as the extent of limitations agreed in these Terms and Conditions.

DHL is relieved of liability for damage if it proves that the damage was caused by circumstances that DHL could not influence. Such circumstances include, but are not limited to: (i) electrical or magnetic damage or erasure of electronic or photographic images, data, or records, (ii) any defect or characteristic related to the type of shipment, even if DHL was aware of it, (iii) any



act or omission by a person who is not an employee or contractual partner of DHL (e.g., sender, recipient, third party, customs or other public authority representative), (iv) any force majeure event, and (v) any other means of defense or exclusion of liability under the relevant legal regulations.

The Customer is obliged to transfer ownership of the damaged shipment to DHL at the moment DHL informs the Customer that it acknowledges liability for the damage and will compensate the Customer in full for the value of the shipment, thereby exercising its right to ownership transfer. This obligation shall apply only if the damage is compensated in full for the value of the shipment and the Customer is the owner of the contents of the shipment at the time of acknowledgment of liability for the damage.

10. Complaints and deadlines for complaints

The Customer is obliged to ensure that, in the event of partial loss of the shipment or damage that is visibly noticeable, this information is recorded by the customer (or the recipient, if different from the customer) in the transportation documentation immediately upon receipt of the shipment and attach a damage report to the claim, or the transportation documentation signed by the driver delivering the shipment with the reservation noted.

Upon receipt of the shipment without visible damage, where the recipient later discovers damage or partial loss, the customer is obliged to file a written claim within 7 days of receipt of the shipment. Sundays and public holidays are not included in the above period. Claims submitted after this period result in the burden of proof being transferred to the claimant (it is assumed that the recipient received the shipment in the condition stated in the consignment note unless proven otherwise). Claims for transportation covered by the CMR Convention are time-barred after 1 year (Article 32 of the CMR Convention). The limitation period begins to run: a) in the case of partial loss of the shipment, damage, or exceeding the delivery time, on the day the shipment is delivered, b) in the case of total loss, on the thirtieth day after the agreed delivery time has expired, and if no delivery time was agreed, on the sixtieth day after the carrier took over the shipment, c) in all other cases, three months from the date of the conclusion of the transportation contract. The day on which the limitation period begins to run is not counted in the limitation period.

A written claim suspends the running of the limitation period until the day the carrier rejects the claim in writing and returns the attached documents. If the claim

is partially acknowledged, the limitation period continues to run only for the part of the claim that remains disputed. Proof of the receipt of the claim or the response to it and the return of the documents rests with the party relying on these facts. Later claims on the same matter do not suspend the running of the limitation period.

Claim Requirements A claim must contain information about the customer, the subject of the claim, the nature, extent, and amount of the damage, and in the case of damage or partial loss of the contents of the shipment, it must be supported by photographic documentation of the damage as well as the transportation packaging. A damage report that contains all the necessary elements of a claim is also considered a claim.

If the claim does not contain all the necessary elements or needs to be supplemented with additional information or documents, DHL is entitled to request the customer to provide them. The customer has ten (10) working days from the date of receipt of the request to provide the required supplement. During the period from the request to supplement the claim until the claim is supplemented, the period for processing the claim does not run.

The claim must be accompanied by documents proving the occurrence, nature, extent, and amount of the damage. The required documents for the basic assessment of the claim are listed at the link: [How to Prepare a Claim – DHL Freight – Czech Republic](#). The calculation of the actual damage must be appropriately documented, particularly with a credible tax document or invoice for which the items and/or substances constituting the contents of the shipment were purchased. The claim for damages against DHL is generally made without VAT, except in cases where the damage is resolved (in economically justified cases) by repairing the damaged product, which will be invoiced as a separate act, or in cases where the customer is not a VAT payer.

These documents are necessary to initiate the claims process. The customer is obliged to ensure that they are provided in the required scope and quality.

Documents required in case of claim acknowledgment. The customer is obliged to act in a way that minimizes the amount of damage caused. If the nature of the damage allows and it is economically viable, the customer is obliged to arrange for the repair of the claimed goods or their sale at a discount, as repair or sale of goods at a discount are the preferred methods of resolving claims.

In such cases, DHL will reimburse the customer for the costs associated with repairing the goods or compensate for the difference between the original



value of the goods and the amount obtained from their sale at a discount, based on reliably documented costs and evidence (specified below) provided by the customer. If the claim is acknowledged as justified, the customer is obliged to provide the following documents for all claims: a) A damage report containing detailed information on the extent of the damage and the method of its resolution. b) A damage invoice issued to DHL, on the basis of which the compensation payment will be made.

Claims with a value exceeding 1,000 EUR.

- In the case of damages exceeding 1,000 EUR, an Authorized Service Assessment is required, which must include: Information on the technical condition of the goods,
- The possibility of repairing the goods,
- The estimated cost of repairing the goods. The Authorized Service Assessment is an essential part of the documentation for assessing claims of a certain value. DHL recognizes Authorized Service Assessments as relevant evidence, but in the case of serious doubts about its evidentiary value, reserves the right not to accept this assessment. DHL may then require the submission of additional evidence or propose its own compensation amount. Only the customer (not the recipient of the shipment) is entitled to file a claim.

The customer must allow DHL to verify the actual condition of the damage or partial loss of the shipment. For these reasons, the customer is obliged to ensure that the shipment is not handled in any way and that the packaging in which the shipment was delivered is preserved. For the same reason, the shipment must not be destroyed or transported to another location without DHL's consent. For damaged shipments, the customer is obliged to allow or ensure the possibility of inspection of the shipment by a representative of DHL's insurance company. The customer acknowledges that if they fail to fulfill their obligations in this paragraph, there may not be enough evidence of the damage, which may lead to the rejection of the claim by DHL.

11. Cash on delivery (COD)

Delivery is carried out only against the collection of cash on delivery (COD) upon delivery. This COD amount is subsequently remitted to the bank account in favor of the party issuing the transportation order. The party issuing the transportation order is responsible for the appropriate instructions to the consignee and for providing the relevant written information to DHL. In addition, the party issuing the transportation order is responsible for all costs arising from confiscation,

refusal to accept, insolvency, or refusal to pay by the consignee. DHL will charge the appropriate fee to the customer or the party issuing the transportation order for handling such COD shipments.

COD cannot be used for the SPI service and premium ERA and PPI services.

COD can be used for the ECE service only based on a written agreement with the relevant DHL facility.

Within the ECD and HDD services, the additional service "COD collection from the consignee by payment card or in cash" is available. A relevant fee will be charged for COD payment (cash or card) as published at: freight.dhl/price-list. The maximum COD amount per shipment is 125,000 CZK. The maximum cash payment for COD from one payer in one calendar day is 270,000 CZK in total cumulative amount. After the delivery of the shipment, the COD amount becomes a receivable of the sender from DHL, and DHL will remit it no later than 7 working days from the delivery of the shipment to the account specified by the sender. COD can only be carried out based on a Forwarding Agreement. The financial transfer for shipments bound by the COD amount is performed by cashless transfer, either individually – meaning 1 shipment = 1 payment order, or collectively, where 1 payment is made for all shipments paid on the given day of remittance. If the customer chooses collective remittance, an email is sent on the day of remittance, in which the individual payment amounts are assigned to the numbers of individual shipments, in .xlsx format.

12. Delivery Against Documents (DAD)

Delivery will be carried out only against the presentation of a confirmation of an irrevocable bank order for payment in favor of the party issuing the transportation order, or upon receipt of documents specified by the party issuing the transportation order before the commencement of delivery.

The party issuing the transportation order is responsible for the appropriate instructions to the consignee and for providing the relevant written information to DHL.

In addition, the party issuing the transportation order is responsible for all costs arising from confiscation, refusal to accept, insolvency, or refusal to pay by the consignee. DHL is not liable for any inaccuracies in the content or the authenticity of the received documents. DHL will charge the appropriate fee to the customer or the party issuing the transportation order for handling such DAD shipments: freight.dhl/price-list. Delivery against documents cannot be used for the premium ERA service and the ECD, HDD services.



13. Pandemic

The spread of Coronavirus (COVID-19) has been officially declared a pandemic by the WHO. The consequences of the spread of Coronavirus (COVID-19) are beyond DHL's reasonable control, and the agreed prices and service levels do not take into account the spread of Coronavirus (COVID-19).

In view of the above situation, DHL reserves the right to change all or part of its services, amend its working procedures and agreed prices, charge surcharges, and take measures to adapt its business operations and obligations to customers due to circumstances arising from the spread of Coronavirus (COVID-19). DHL is relieved of any liability for damage if such liability for damage arose as a result of the spread of Coronavirus (COVID-19). If DHL is prevented from fulfilling its obligations (changed or adjusted in accordance with the above) for more than 30 consecutive days, either party has the right to immediately terminate the contract by written notice sent to the other party.

14. Compliance

The Customer is obliged to ensure compliance with all applicable export control and sanctions laws and regulations (hereinafter referred to as "export laws") and guarantees in particular that: (i) neither the Customer, nor any holding company, agent, consignee, shipper, or any other third party involved in the transportation, is listed on any denied party list; (ii) the transportation of the shipment to its final destination, its end-user, and its end-use do not constitute a violation of any applicable export laws; (iii) the Customer will inform DHL if the shipment is subject to any applicable embargoes/sanctions and re-export prohibitions or transportation restrictions under applicable export laws; (iv) the Customer has obtained all necessary permits, licenses, or other governmental authorizations required for the delivery of the shipment to its final destination and end-use.

The Customer is obliged to promptly reimburse DHL for the costs of returning the shipment if the Customer fails to promptly provide DHL with all documents requested by DHL containing information about the shipment, and/or if the consignee of the shipment is listed on any denied party list.

The Customer shall provide DHL with all information, including permits and licenses, required by the applicable export laws, to enable DHL to perform the transportation of the shipment to its final destination. Each party acts in accordance with its own code of conduct. If the Customer does not have a Code of Conduct, the Customer will adhere to the principles of the DHL Group Code of Conduct published at: www.freight.dhl/code-of-conduct.

15. Force Majeure

Neither party shall be liable for any damages or any breach of this agreement, or any delay in the performance of its obligations under this agreement (except for the obligation to make any payment of any amount due under this agreement) to the extent caused by force majeure. If the performance of obligations under this agreement by either party is affected by force majeure, the date for the performance of such obligation shall be deemed suspended for a period equal to the delay caused by the force majeure, and the affected party shall resume proper performance of its obligations promptly after the force majeure obstacle has been removed.

The party affected by force majeure shall use commercially reasonable efforts to notify the other party and provide the nature and extent of the force majeure as soon as possible after becoming aware of it. Both parties shall use all reasonable efforts to mitigate the effects of force majeure on the performance of the agreement and any statement of work. For the avoidance of doubt, the shutdown of information systems, industries, or parts thereof due to threats or attacks related to information security shall always be considered a mitigating measure. If, due to force majeure, DHL can fulfill its obligations only by incurring additional costs, such reasonable and agreed additional costs shall be borne by the customer.

"Force majeure" means an event or unforeseeable exceptional situation beyond the reasonable control of the parties, which cannot be prevented even with all possible efforts, and which is not caused by fault or negligence on their part. This includes, but is not limited to, compliance with any decisions of any government or other authority, war or national emergency, riots, civil disturbances, terrorist acts, piracy, fire, explosion, flood, computer viruses, cyber-attacks, adverse natural conditions, epidemics, pandemics, lockouts, strikes, and other disputes (in each case regardless of whether they involve the workforce of that party or subcontractors), shortages of labor, materials and services, and the inability or delay in obtaining supplies.

16. Data Protection

The Customer and DHL declare that they are independent data controllers and are obliged to comply with the General Data Protection Regulation (GDPR).

DHL is further authorized to process data provided by the Customer if it is necessary for the fulfillment of the contract or to ensure compliance with its own legal obligations. DHL also notes that it may be legally required to disclose personal data or shipment information to courts and other authorities. The Customer hereby authorizes DHL to send information about new offers to the email address provided. The Customer may revoke



this authorization at any time free of charge by sending an email to the following email address: czfre.privacy@dhl.com. If the Customer provides DHL with the email address and possibly other contact details of the shipment recipient for the purpose of informing about the shipment status, they are authorized to do so by law (e.g., by obtaining consent). In the event of unauthorized disclosure of personal data by the Customer to DHL, the Customer is obliged to indemnify DHL upon the first written request against all claims made by third parties, especially recipients, if DHL processes the data in accordance with the contract. DHL will maintain data protection in accordance with applicable laws.

The Customer guarantees that they have complied with legal obligations regarding personal data provided to DHL, including recipient data that may be required for transportation, delivery, and logistics services, such as name, address, email, and phone number. More information about data protection is available at: [Privacy Notice - DHL - Czech Republic](#).

17. Governing law; liability, jurisdiction and venue

The invalidity (nullity) or unenforceability of any provision of these Terms and Conditions shall not affect the remaining provisions of these Terms and Conditions.

In the event of a consumer dispute arising between DHL and a customer who is a consumer under Act No. 634/1992 Coll., on Consumer Protection, as amended, which cannot be resolved by mutual agreement, the Czech Trade Inspection Authority, with its registered office at Štěpánská 567/15, 120 00 Prague 2, is competent to resolve consumer disputes from the Forwarding Agreement, as published at: www.coi.cz. The consumer may also use the online dispute resolution platform established by the European Commission at: <http://ec.europa.eu/consumers/odr/>

All disputes, claims, or any disagreements arising from or in connection with the contract, which are subject to dispute between the parties (including issues relating to its validity, effectiveness, and interpretation), shall to the extent permissible by law be submitted to the competent court in the Czech Republic. A handwritten signature under these Terms and Conditions also includes an electronic signature, which has the legal effect equivalent to a handwritten signature in accordance with legal regulations, and the written form under this contract also includes the electronic form with such an electronic signature. DHL is entitled to unilaterally amend these Terms and Conditions, as well as any part thereof, at any time. If DHL makes a change to these Terms and Conditions, it will publish the new version of the Terms and Conditions at [Useful Information and Downloads - DHL Freight - Czech Republic](#), and such

change will be effective no earlier than ten (10) working days after its publication. The effective date will be indicated in the new version of the Terms and Conditions. The governing law is the law in force in the Czech Republic.

Validity of Terms and Conditions from February 10, 2025