

# TRANSPORT TERMS AND CONDITIONS

of DHL Freight (Czech Republic) s.r.o.

for services DHL FREIGHT EUROCONNECT INTERNATIONAL,  
DHL FREIGHT EURAPID, DHL FREIGHT EUROCONNECT  
DOMESTIC



These Terms and Conditions govern any transportation via the service DHL FREIGHT EUROCONNECT INTERNATIONAL (hereinafter as "ECE": "transportation of individual packages"), premium service DHL FREIGHT EURAPID (hereinafter as "ERA": "cross-border transportation of individual packages with fixed delivery and priority clearance, offered for selected destinations") and DHL FREIGHT EUROCONNECT DOMESTIC (hereinafter as "ECD": "transportation of shipments collected anywhere in the Czech Republic and delivered to the selected address in the Czech Republic") under the conditions stipulated below. DHL Freight CZ s.r.o. (hereinafter as DHL) reserves the right to amend these Terms and Conditions.

## 1. Accepted goods

DHL accepts any and all shipments and goods with the exception of the following (also referred to below as „Prohibited goods“):

- Banknotes and coins, cheques, stamps,
- weapons and ammunition, imitation firearms or military goods,
- waste,
- unpacked bulk material,
- tobacco products, commodities subject to excise duty (spirits, cigarettes, electronic cigarettes and their refills),
- live animals,
- live plants
- human and other remains,
- perishable goods,
- valuables (precious metals and stones, jewellery), including SIM cards,
- shipments containing items and substances which are easily damaged, such as alcohol subject to excise duty and other valuable liquids in glass bottles and similar brittle vessels etc., even if the Shipment has been packed properly;
- fire extinguishers, unless securely stowed on palettes,
- commodities requiring special handling, authorisation or temperature- control ,
- hazardous goods belonging to categories 1 (with the exception of UN0014), 6.2 and 7 (ADR)
- counterfeit goods; goods violating intellectual property rights or contents that contravene applicable trading restrictions or embargoes, or

shipments which are to be delivered to persons to whom restrictions apply as imposed by the EU, UN or the U.S. etc., or shipments containing any other item which cannot be transported pursuant to the applicable legal regulations;

- inadequately or incorrectly packaged goods;

Instructions on proper packing can be found here:

[www.freight.dhl/ecd-packing-instructions](http://www.freight.dhl/ecd-packing-instructions).

The acceptance for transportation of jewellery and watches is only possible based on a prior written agreement with the respective branch (terminal) of DHL.

Regarding the ECD service, DHL shall accept for carriage only shipments whose maximum value does not exceed CZK 1,000,000.

The ERA service does not apply to shipments to private households.

The FDD (Fixed Delivery Date) premium service cannot be used for hazardous goods of any kind (ADR).

ERA premium service shipments and the additional Fixed Delivery Date (FDD) service under ECE with a total shipment value exceeding EUR 100,000, or, respectively, a goods value over EUR 50,000 per package, can only be accepted for transport pursuant to a prior written agreement with the appropriate DHL branch (terminal). Where a consignment only consists of one package, the maximum limit of EUR 50,000 applies.

The acceptance of a consignment does not constitute confirmation that the consignment does not qualify as Prohibited.

DHL is not obliged to investigate whether a consignment is a Prohibited goods. In the event of any doubts as to whether a consignment is a Prohibited goods, or for safety, customs or other reasons established by legal regulations, DHL is entitled to open and inspect the contents of a consignment. The person in charge of delivery of the consignment is not obliged to participate in the inspection of the contents.

### Weight and dimension limits

For ECE: The minimum dimension limit of one package is: length 15 cm, width 11 cm and height 3 cm; the minimum weight of one package is 1 kg.

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Shipments containing individual packages whose dimensions exceed the following values: length – 400 cm; width – 220 cm and height – 220 cm, or individual packages whose weight exceeds 1,500 kg can only be accepted pursuant to a prior written agreement with the respective DHL workplace (terminal). The maximum total weight of a consignment transported via the ECE service is 2,500 kg. In the case of the ECE/ERA service, DHL is only obliged to accept for carriage shipments where the weight of a single piece does not exceed 30 kg. An item exceeding 30 kg must be capable of handling using conventional equipment.

In the case of a request for the collection or delivery of a consignment using a vehicle with a hydraulic platform, the maximum weight of one package is 750 kg and the maximum dimensions of the package are as follows: length 220 cm, width 120 cm, height 150 cm.

### For ERA premium service:

The maximum dimension limit of one package is: length 240 cm, width 120 cm, height 220 cm. The maximum weight of shipments transported via the ERA service is 2,500 kg and the maximum weight of 1 package is 1,000 kg.

For ECD: The maximum dimensions of one package are as follows: length 300 cm, width 200 cm, height 200 cm. The weight or volumetric weight (1m<sup>3</sup> = 250 kg) of the entire shipment (i.e. the total weight or volumetric weight of all pieces) must not exceed 3,000 kg. The maximum weight of one package is 800 kg; otherwise DHL is not obliged to render the service, nor shall it be liable for any damage suffered by the customer.

For ECD additional service “upstairs delivery”: The weight or volumetric weight (1m<sup>3</sup> = 250 kg) of the entire shipment (i.e. the total weight or volumetric weight of all pieces) must not exceed 80 kg. The weight of one single piece must not exceed 50 kg, otherwise DHL is not obliged to render the service, nor shall it be liable for any damage suffered by the customer. Furthermore, the shipment must be easy to handle by two persons.

Transportation of shipments requiring the loading or unloading from the side of a vehicle requires a prior arrangement with the DHL branch (terminal).

If the consignment is a Prohibited goods, DHL may:

(i) refuse to accept the consignment without stating the reasons and charge a fee to the consignor for wasteful dispatch of the vehicle up to the full amount according to the applicable Price list, (ii) return the consignment to the consignor at the consignor’s cost or retain the consignment until it is retrieved by the consignor or law enforcement authorities, or (iii) accept and transport the consignment without first notifying the consignor and subsequently require the consignor to pay an additional Fee for any special handling (as long as the Price list contains any such Fee), and, where appropriate, compensation for DHL's increased costs.

### Volume conversion

Bulky goods will be invoiced based on volumetric coefficient – 1 m<sup>3</sup> = 250 kg. One loading metre shall be charged as an equivalent of 1,650 kg (unless otherwise stated).

The price for transportation of a consignment is typically based on the actual or volumetric weight of the shipment. The price for transportation is then calculated based on the higher value.

For ECE, ERA: ADR shipments are always charged as “non-stackable”, i.e. calculation is applied based on loading metres (even in the case of below-limit quantities).

## 2. Shipment order

In order to ensure proper processing of the ECE or ERA order and the handover of the shipment for transport, the ordering party must provide:

- properly completed shipment order, three copies of the commercial invoice for export to third countries (in the case of transport to an EU Member State the commercial invoice does not have to be provided with the shipment, as it can be substituted with a packing note or any other transport document),
- export customs documents or other accompanying documents necessary for clearance at a DHL terminal.

The ECD service can be ordered via a forwarding contract or via the respective form or electronically via an e-mail order or DHL’s applications.

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An order must be placed and data must be provided electronically or in writing no later than upon receipt of the consignment for transport. Where an order is not submitted to DHL in the form and time as stipulated in these Terms and Conditions or in accordance with the forwarding contract, DHL is not obliged to render the services, nor shall it be liable for any damage suffered by the customer.

Each order must contain at least the following data:

- a) full details of the ordering party – first name and last name in the case of a natural person or business name in the case of a business entity, including contact person and phone, exact address including postal code, company identification number, VAT number and bank details,
- b) exact address of loading and unloading, including contact persons and their phone numbers,
- c) date of loading at the place of dispatch, where appropriate, specification of the loading time span.
- d) for international transport, delivery conditions pursuant to INCOTERMS 2020
- e) full data on the payer of the transport (as long as the payer and the ordering party are not the same entity),
- f) consignment details – type, description of goods and their packaging (weight, dimensions, number of packages, nature of goods).

The ordering party is responsible for all consequences of missing or inaccurate data. Furthermore, DHL shall not be responsible for any damage incurred by the other party.

### 3. Obligations of the Consignor

The Customer is obliged to:

- a) prepare and adequately pack the consignment in order to ensure its safe transportation during routine handling;
- b) mark the shipment accordingly; provide DHL with complete and accurate information regarding the consignment and its contents; state on the consignment the full address of

the Recipient and of the Customer. Any declaration of value provided for customs or other information purposes shall not constitute a declaration of interest in special regime of delivery of the consignment or the value of the consignment within the meaning of international treaties on international carriage of goods (e.g. CMR) and shall not increase liability on the part of DHL;

- c) obtain, in accordance with the applicable legal regulations, all permits vis-a-vis the personal data provided to DHL, including (not limited to) the data of the Recipient and the Customer, which typically includes first name, last name, e-mail and phone number for the purpose of the proper provision of services; and
- d) abide by all provisions of customs, import and export legal regulations, sanctions, embargoes, as well as other legal regulations, and submit with the consignment all documents which may be required within the meaning of the relevant legal regulations. DHL is not obliged to verify the documents for accuracy and completeness. If any mandatory document is not available, the customer shall be obliged to provide it upon DHL's request, but no later than five business days.
- e) in the event of delayed provision or the failure to provide such document(s) DHL shall be entitled to handle the consignment as a Prohibited goods.

The customer is obliged to immediately reimburse DHL for any damage suffered as a result of any breach of the legal regulations or these Terms and Conditions by the consignor or third person in relation to the service provided. For the purpose of this provision, "damage" shall include any sanctions, penalties and claims lodged against DHL by authorities due to, or in relation to, a breach of the relevant legal regulations or these Terms and Conditions.

### 4. Packaging and identification

The customer is obliged to submit the consignment for transport as an integrated handling unit with proper packaging so that is protected from damage, destruction or loss during transport and handling, and in order to prevent damage to other shipments transported along with the customer's shipment, vehicles or terminal facilities, and to ensure the safety of persons handling the shipment.

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The customer is obliged to pack the consignment properly in accordance with the provisions of Section 2097 of act number 89/2012 Coll., the Civil Code, as amended; the proper packaging must meet the following conditions: the material on a palette must be held together with strapping tape so that the shipment does not tilt or move, and loose packages must be packed in double-cardboard packaging with shrink wrap, the consignor is obliged to hand over a single consignment for transport as a single handling unit in proper packaging, so that it is protected from loss, damage or destruction during transport and handling and in order to prevent damage to other shipments transported along with the customer's consignment, vehicles or terminal facilities owned or leased by the freight forwarder, and to ensure the safety of persons handling the shipment, proper packaging is based on the nature of the goods, its weight, dimensions and centre of gravity. It is recommended that the shipments be secured for transport by the company's authentic adhesive tape.

The Customer is obliged to number each individual piece in the consignment (e.g.: 1/5 – if a shipment consists of five pieces) and attach to all pieces a DHL sticker with bar code (printed from the customer application or any other agreed-upon means of printing of DHL labels). In case of an exception regarding a DHL label the customer shall state the full address of the recipient on all pieces.

In the case of ECE and ERA, a consignment may consist of no more than 10 pieces (non-palletised). Shipments consisting of more packages (non-palletised) may be accepted for transport only with a prior agreement with the respective DHL terminal.

The ordering party must state on individual packages the necessary information allowing for easy identification during transport and safe transport. The information must include the address of the recipient, address of the consignor (Customer), symbols detailing requirements for handling and nature of the goods. Should the nature of the consignment require that it be handled in a specific manner during transport, or that it be stored in a certain position, the consignor must use corresponding symbols or warnings.

The responsibility for damages due to insufficient packaging shall rest with the party that handed over the incorrectly or improperly packed consignment for transport.

Combined transport of hazardous and non-hazardous substances is allowed only in limited quantities pursuant to chapter 3.4 of ADR, on the basis of a written affidavit from the consignor that the two substances cannot cause any violent reaction.

### 5. Transportation fees and payment conditions

For ECE, ECD and premium ERA services, the transportation fee shall be determined individually according to DHL price lists, based on the weight or volume of the shipment, place of loading and unloading and additional services, if any.

The transportation fee does not include special additional services, such as collection or delivery outside typical business hours, collection or delivery to exhibitions, ports, boats, pedestrian zones, shopping centres or mountain locations. A prior agreement with the respective DHL terminal is necessary in the aforementioned cases.

The transportation fee is charged to the party responsible for it in accordance with the delivery conditions. Transportation invoices and the associated costs (such as insurance, surcharge for ADR goods transport and other additional services) are due within 14 days of the date of issue.

Regarding the ECD service an agreement can be reached by DHL, the customer and the recipient that the price for the transportation of the shipment shall be paid by the recipient.

The ECD may include other additional services: palette management, late collection, storage at terminal for periods exceeding 3 days, third attempt to deliver consignment, as detailed at [www.dhlfreight.cz/paletacesko](http://www.dhlfreight.cz/paletacesko).

Notwithstanding any other provision of this Agreement, DHL may at any time increase the transportation fees to reflect any increase in DHL's costs incurred as a result of:  
(a) changes in tax rates, legislation, other regulatory requirements and enacted measures;

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b) other costs incurred by DHL for reasons beyond its reasonable control;

c) changes in the customer's requirements for the services on which the current remuneration is based.

This increase becomes effective as soon as practicable, even retroactively if DHL would otherwise suffer financial loss. The ten-day period for notification of the change will not apply.

### 6. Delivery conditions

For international transportation the delivery conditions are subject to INCOTERMS 2020.

The following conditions may apply:

- a) ex works (EXW)
- b) free carrier (FCA)
- c) delivered at place unloaded (DPU) — dispatching or delivering
- d) carriage paid to / carriage and insurance paid to (CPT/CIP),
- e) delivered at place (DAP),
- f) delivered duty paid\* – (DDP) including remarks on “with duties and fees paid” or “with duties and fees unpaid” and the agreed-upon destination.

\*only applies to goods from third countries.

The DDP condition can apply to the ERA premium service only if customs clearance is arranged within the DHL group.

DHL is entitled, at its sole discretion, to select the route or provide the Service, or any part thereof, via its subcontracted partners.

### 7. Transit times

The regular transit times shown in the timetables of ECE are shown as an estimated transit time, however, they are not fixed or guaranteed delivery times. Saturdays, Sundays and public holidays are not included; the deliveries, if so counted, shall be moved to the nearest business day.

The Fixed Delivery Date (FDD) additional service within the ECE service offers the possibility of delivery on a pre-agreed, but with the delivery period at least 1 business day, but no more than 5 business days, longer than the typical delivery period.

The ERA premium service delivers on fixed dates.

As part of the ECD service, DHL shall make all efforts to deliver the shipment on the first business day after collection. Shipments are delivered on business days, Monday to Friday, between 8:00 a.m. and 6:00 p.m.

### 8. Collection and delivery

The collection of the consignment from the customer takes place on the day following the receipt of the transportation order or at any other agreed-upon time. With regard to the ERA premium service it is possible to collect shipments in the morning or afternoon on the day of order for selected locations.

Upon the takeover of the consignment, the customer shall endorse the delivery note with signature and stamp to approve the data on the note (number of packages, packaging, weight and dimensions, destination). Should the driver find out that the packaging is missing or insufficient, they shall accept the consignment with reservations stated in the delivery note, subject to demonstrable acknowledgement of the reservation on the part of the customer.

Upon the takeover of the consignment, the driver shall provide to the customer a copy of the delivery note to confirm the takeover of the consignment for transport.

Subject to a prior agreement with the respective DHL terminal the customer may submit their consignment for transport at the terminal.

ECE or ERA shipments are delivered to recipients according to the time schedule of the respective service.

Upon delivery, the recipient shall indicate in the transport sheet the date and time of receipt and provide their signature and stamp (birth number) to acknowledge proper delivery.

The customer is obliged to arrange for the commencement of unloading of the consignment immediately upon the arrival of the vehicle with third parties, especially consignees.



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The customer is obliged to ensure the necessary assistance with the loading/unloading of shipments if the consignment handled by one shipper/recipient exceeds 500 kg or if it contains a package whose weight exceeds 50 kg.

For the purpose of the ECD service, in the event of non-delivery a second attempt is made and then the consignment is stored for 7 days; any subsequent delivery attempt is subject to a fee.

The customer is obliged to provide information on the conditions and properties of shipments and the means of handover and acceptance to third parties tasked with the handover or acceptance and that shipments handed over for transport are pursuant to the customer's transport order, or shipments accepted from DHL, meet said conditions. The Customer shall be responsible for the failure to fulfil these requirements as if they were to hand over or accept the shipment themselves.

Shipments are handed over on an unloading ramp or pavement in front of the building of the recipient. DHL typically does not ensure delivery and moving of shipments to apartments, upper floors, basements and warehouses.

If, at the time of delivery, the recipient or their authorised representative is not present at the address, DHL is entitled to deliver the consignment to an alternate recipient. Alternate recipients include adult relatives of the recipient or other persons present on the premises or at the address of the recipient. Where there is a central office at the address of the recipient (reception, mail room), DHL shall deliver the consignment to the central office.

Where the location or person for alternate delivery of the consignment is defined by the recipient, it is assumed for the purposes of this Article that the customer has authorised the recipient to designate a place or person for alternative delivery.

In order to prove the delivery of a consignment, DHL is entitled to use electronic devices. Electronic documentation constitutes sufficient evidence of delivery.

### 9. Liability and insurance

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

ECE and ERA shipments valued at CZK 500,000 and less with the transportation fee paid in the Czech Republic automatically include insurance at 100% of their value. This automatic insurance of shipments applies to the EU, the European part of Russia, Morocco, Tunisia and the Middle East. The insurance system does not apply to Iran and Syria.

Shipments ECE and ERA, whose declared value exceeds CZK 500,000 as well as shipments from/to other destinations (other than those listed above) may be subject to supplementary insurance on an individual basis, up to EUR 100,000 per consignment. Automatic insurance cannot apply to shipments containing used goods or returned goods or goods sent for repairs – these cases may be subject to supplementary insurance on an individual basis, where requested.

ECD shipments with a value up to 500.000,- CZK with transportation fee paid in the Czech Republic the include automatically insurance at 100% of their value.

For the ECD service, DHL's liability for damage is limited to CZK 500,000 (excluding VAT) per shipment.

Shipments ECD with a declared value exceeding CZK 500,000 will be individually insured, at the request of the Customer, subject to the applicable rates, but in any event only up to CZK 1,000,000 (including VAT) per Shipment.

Furthermore, DHL's liability for damage is strictly limited to direct damages to the Shipment, subject to limitations stipulated in this article.

In the case of a shipment with a value up to CZK 500,000 (excluding VAT) with insurance included automatically in the transportation fee and in the case of additional insurance of a shipment with a value above CZK 500,000,- the insurance covers damage to the shipment,

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freight and documented charges related to the delivery of the shipment.

The liability for damage caused to shipments to which the insurance for 100% of their value does not apply, especially the cases referred to above, shall be governed by the CMR convention. The maximum amount of compensation pursuant to the CMR convention shall be 8.33 SDR (special drawing rights) per 1 kg of gross weight of the shipment.

Any liability on the part of DHL for non-material damages and other types of consequential damages (e.g. lost profit, loss of business, loss of reputation, third-party claims or any other consequential damages) are excluded, even if DHL was informed about the risk of said damages in advance.

However, DHL does not limit liability for damage in cases where it is not possible pursuant to the applicable legislation.

DHL is not liable for damages due to loss or damage to Prohibited goods or a Shipment which has not been packed in accordance with these Terms and Conditions.

To this end, the authorised person declares that: (i) they are not the so-called “weaker party” within the meaning of the applicable provisions of the Civil Code, and (ii) they are aware of the fact that the price for the provision of the Service reflects the scope of rights and obligations pursuant to these Terms and Conditions, as well as the scope of limitations agreed in these Terms and Conditions.

DHL shall be relieved of liability for damage if DHL is able to prove that the damage was caused by circumstances beyond DHL's control. Such circumstances include first and foremost but not exclusively:

(i) electric or magnetic damage or deletion of electronic or photo images, data or records, (ii) any defect or property related to the type of Shipment, even if DHL was aware of it, (iii) any act or omission on the part of a person who is not an employee or contractual partner of DHL (e.g. Consignor,

Recipient, third party, representative of a customs office or any other public authority), (iv) any force majeure event (e.g. earthquake, windstorm, storm, floods, fog, heavy snowfall, war, traffic accident, embargo, uprising, unrest, computer viruses, events outside DHL's reasonable control) and (v) any defence mechanisms or limitations of liability pursuant to the applicable legal regulations.

### 10. Complaints and deadlines for complaints

Partial loss of the consignment or damage which is clearly noticeable must be notified by the recipient upon delivery; the recipient shall attach a damage inspection protocol or the delivery note signed by the driver delivering the disputed shipment, detailing the complaint.

If the consignment is received without any noticeable damage but partial loss/damage is discovered later, this must be notified in writing within 7 days from the date of receipt, Sundays and public holidays are not included. Complaints lodged after the expiry of this period cause the passing of the burden of proof to the complainant (as it is assumed that the recipient has received the shipment in the condition specified in the delivery note, unless they prove otherwise).

The period of limitation with respect to complaints governed by the CMR convention shall be one year (Article 32 of the CMR convention). The limitation period begins to run:

- a) in the case of partial loss, damage or delay in delivery, from the day of delivery,
- b) in the case of total loss, from the thirtieth day after the expiry of the agreed delivery period, and, if no delivery date has been agreed, from the sixtieth day from the date on which the goods were taken over by the carrier,
- c) in all other cases, when three months has lapsed since the conclusion of the contract of carriage.

The day on which the limitation period shall commence does not count.

A written complaint suspends the limitation period until the day of written denial of the complaint by the forwarder and returns the accompanying documents. If a complaint is partly acknowledged the limitation period shall run only

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for the part of the complaint which is still disputed. The burden of proof with regard to the acceptance of a complaint, response and the return of the accompanying documentation shall rest with the party invoking the procedure. Subsequent complaints in the same manner have no effect on the limitation period.

### Essentials of complaint

The complaint must contain information about the customer, the subject matter of the complaint, as well as the nature, scope and amount of damages, and in the event of (partial) destruction of the contents, photo documentation of the damage and the packaging material. A claim for damage constitutes a complaint, as long as it contains all mandatory data a typical complaint would.

Where a complaint does not include all essential data and information or documents, DHL shall be entitled to ask the Customer to do so. The Customer has ten (10) business days from the date of receipt of said request to complete the complaint. The deadline allowed for the processing of the complaint shall be suspended until the submission by the Customer of the corrected complaint as requested by DHL.

A complaint must be accompanied by evidence of damage, its nature and extent and the amount of damage. The calculation of actual damages must be sufficiently documented, especially via a reliable invoice based on which the items and/or materials in the shipment were purchased. The damages claimed shall not include VAT in all cases with the exception of damages (in legitimate cases) resolved via repairs of the damaged product which shall be invoiced as a separate act, or in cases when the customer is not a VAT payer.

The complaint must be lodged only by the Customer, i.e. not the Recipient.

The customer must give DHL the opportunity to inspect the actual scale of damage or partial loss of the Shipment. To this end, the customer is obliged to ensure that the Shipment is not handled in an improper manner and that the packaging material is preserved in which the Shipment was packed. For the same reason, the Shipment may not be destroyed or transported to a new location without

consent from DHL. Where a Shipment has been damaged, the Customer must also allow a representative of DHL's insurance company to inspect the Shipment. The Customer is aware of the fact that, should they fail to comply with the provisions of this paragraph, there might not be enough evidence of damage and DHL may, as a result, reject the complaint.

### 11. Cash on delivery (COD) \*

Delivery shall only be effected against the payment of the value of the shipment upon handover. The amount so collected will be paid to the bank account of the party that placed the transport order. The party placing the transport order is obliged to ensure the necessary instructions to the addressee and the necessary written instructions to DHL.

Furthermore, the party placing the transport order is responsible for all costs arising from seizure, refusal of acceptance, insolvency or refusal to pay on the part of the recipient of the shipment. DHL shall charge a fee to the Customer or the party placing the order for the processing of these COD shipments.

COD cannot be used for the ERA premium service.

COD can be used in the case of the ECE service only upon a written agreement with the relevant DHL department.

The ECD service may include supplementary service "Cash on delivery from the recipient". The maximum amount so collected shall be CZK 200,000. Upon the delivery of the shipment, the cash on delivery amount is receivable by the consignor from DHL and DHL shall transfer the amount within 7 business days of receipt to the bank account specified by the consignor. The COD can only be carried out on the basis of a forwarding contract. The financial transactions for the shipments delivered by COD are made by bank transfer based on the settings in the customer card either individually (i.e. 1 shipment = 1 payment order) or together (i.e. 1 payment for all shipments paid on the day of transaction). Should the customer decide to pay for all shipments together, they shall receive an e-mail on the day of transaction in which individual amounts are assigned to shipment numbers (in the .xlsx format).

### 12. Delivery Against Documents (DAD)

Delivery will only be effected against receipt, prior to delivery, of an irrevocable transfer order on the payment for the benefit of the party entering the transport order, or



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against receipt, prior to delivery, of the necessary documents as specified by the party placing the transport order.

The party placing the transport order is obliged to ensure the necessary instructions to the addressee and the necessary written instructions to DHL.

Furthermore, the party placing the transport order is responsible for all costs arising from seizure, refusal of acceptance, insolvency or refusal to pay on the part of the recipient of the shipment. DHL is not responsible for any inaccuracies in terms of contents or inauthenticity of documents received. DHL shall charge a fee to the customer or the party placing the transport order for the processing of the DAD shipments.

The “delivery against documents” is not available for the ERA premium and ECD services.

### 13. Pandemic

The World Health Organisation (WHO) has officially declared the spread of the coronavirus (COVID-19) as a pandemic. The consequences of the spread of the coronavirus (COVID-19) are outside the reasonable control of DHL and the agreed prices and service levels do not reflect the spread of the coronavirus (COVID 19).

Considering the aforementioned circumstances, DHL reserves the right to change all or parts of their services, to change their working procedures and agreed prices, to charge additional fees and to adopt measures to adapt business operations and obligations towards customers due to circumstances occurring as a result of the spread of the coronavirus (COVID -19). DHL is relieved of any liability for damages, if said liability for damage is a result of the spread of the coronavirus (COVID-19). Where DHL is unable to fulfil their obligations (changed or amended in accordance with the aforementioned provisions) for a period exceeding 30 consecutive days, either party shall have the right to terminate the contract immediately via a written notice sent to the other party.

### 14. Compliance

The customer is obliged to ensure compliance with all applicable laws and regulations on export control

and sanctions (hereinafter referred to as “export laws”) and guarantees in particular that:

- (i) neither the customer nor any holding company, agent, recipient, shipper or any other third-party involved in the transport process in any way is included in the list of prohibited parties;
- ii) the transport of the shipment to its final destination or its end user and end use do not constitute a breach of any applicable export laws;
- (iii) the customer shall inform DHL if any shipment would be subject to any applicable embargoes/sanctions and restrictions on re-entry or transport restrictions pursuant to the applicable export laws;
- (iv) the customer has obtained all necessary permits, licenses and other government-issued authorisations necessary for the delivery of the shipment to its destination and the end use thereof.

The customer shall reimburse DHL without delay for the return carriage if the customer has failed to provide to DHL all documents requested by DHL containing the necessary information, and/or if the recipient is on the list of prohibited parties.

The customer shall provide to DHL all information, including permits and licenses, as required pursuant to the relevant export laws, in order to allow DHL to transport the shipment to its destination. Each party shall act in accordance with its own code of conduct. Where the customer has not adopted their own code of conduct, they shall comply with the Deutsche Post DHL Code of Conduct: [www.freight.dhl/code-of-conduct](http://www.freight.dhl/code-of-conduct):

### 15. Force Majeure

Neither party shall be held liable for any damages or breaches of this contract or delay in the performance of the obligations arising from this contract (with the exception of any payments due hereunder) to the extent these circumstances have been caused by force majeure. Where the performance of obligations hereunder by either party is caused by force majeure, the date for the fulfilment of the obligation is suspended for the period corresponding to the duration of the force majeure circumstances, and the parties affected must resume performance once the obstacle caused by force majeure has ceased.

The party so affected shall make all business efforts reasonably possible to notify the other party and state, as soon as applicable and possible, of the extent and nature of force majeure. Both parties shall make reasonable

## TRANSPORT TERMS AND CONDITIONS

of DHL Freight (Czech Republic) s.r.o.

for services DHL FREIGHT EUROCONNECT INTERNATIONAL,  
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DOMESTIC



efforts to mitigate the consequences of force majeure on the performance of the contract and any statement of work. For the avoidance of any doubts, the closing of information systems, sectors or parts thereof as a result of a threat or attack related to the security of information shall always be regarded as a mitigating measure. Where due to force majeure DHL is only able to fulfil its obligation by incurring increased additional costs, these reasonable and agreed-upon costs shall be borne by the customer.

“Force Majeure” shall refer to any event or unforeseeable circumstance outside the reasonable control of the contracting parties which cannot be avoided or prevented in spite of all efforts, and which has not been caused by errors or omissions of the parties so affected. There include in particular, without limitations, actions in accordance with a decision of any government or other authority, war or national distress, unrests, civil unrests, terrorism, piracy, fires, explosions, floods, computer viruses, cyber attacks, adverse weather, epidemics, pandemics, lockouts, strikes and other disputes (regardless of whether they concern the workforce of the party or their subcontractors), labour shortage, shortage of materials or services or the inability or delay in the acquisition of shipments.

### 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 also entitled to process data provided by the customer, as long as it is necessary for the performance of the contract or to ensure the compliance with DHL’s own legal obligations. Furthermore, DHL points out that it may be required by law to provide personal data or data on shipments to courts and other authorities. The customer hereby consents to receiving e-mail notifications from DHL regarding new services offered. The customer is entitled to withdraw this consent, free of charge at any time, by sending an email to [czfre.privacy@dhl.com](mailto:czfre.privacy@dhl.com). Where the customer provides DHL with an e-mail address or any other applicable contact information of the recipient for

the purpose of shipment tracking, they are entitled to do so by law (e.g. by consent). In the event of unauthorised disclosure of personal data by DHL’s customer, the customer shall be obliged to indemnify DHL upon the first written request against all claims made by third parties, especially the recipient, if DHL processes the data in accordance with the contract. DHL shall ensure data protection in accordance with the applicable legislation.

The customer guarantees to have fulfilled their legal obligations regarding personal data provided by DHL, including the data on the recipient which may be requested for transport, delivery and logistics services, such as name, address, e-mail and phone number.

### 17. Governing law; liability, jurisdiction and venue

Invalidity or unenforceability of any provision of these Terms and Conditions does not affect the remaining conditions.

In the event of a dispute between DHL and a customer who is a consumer pursuant to Act No. 634/1992 Coll., on Consumer Protection, as amended, and if the dispute cannot be resolved by mutual agreement, the competent authority with respect to disputes arising from forwarding contracts is the Czech Trade Inspection Authority, having its registered seat at Štěpánská 567/15, 120 00 Prague 2, [www.coi.cz](http://www.coi.cz). The consumer can also use the European Online Dispute Resolution platform founded by the European Commission at <http://ec.europa.eu/consumers/odr/>.

All disputes, claims or disagreements arising from the contract or in relation to it (including issues regarding the validity, effect and construction) shall be referred to the court of competent jurisdiction in the Czech Republic.

DHL is entitled to change, at any time and on a unilateral basis, the provisions of these Terms and Conditions or any part thereof. Should DHL actually change these Terms and Conditions, the new version shall be published on the website [www.dhl.com/freight/conditions](http://www.dhl.com/freight/conditions); the change will become effective at least ten (10) business days after issue. The effective date will be identified in the new version of the Terms and Conditions.

These Terms and Conditions shall be construed in accordance with the legislation of the Czech Republic.

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These terms and conditions shall become valid on  
1 January 2022.