Terms and Conditions DHL Global Forwarding GmbH (09/2026)

1 General

These Terms and Conditions specify under which terms and conditions DHL Global Forwarding GmbH (hereinafter referred to as "**DGF**") offers and performs its services. Other terms and conditions do not apply, even if DGF does not expressly object to their validity. This offer is based on regular operations and normal market conditions. In light of the present geopolitical instability and/or if an event occurs that is beyond DHL Global Forwarding's reasonable control, DHL may, acting reasonably and without incurring any liability, (a) withdraw the offer in whole or in part, and/or (b) adjust the offer to align with applicable market rates and circumstances.

Air Waybills issued shall be subject to the DGF House Air Waybill Terms and Conditions (available at: https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgf-hawb-terms.pdf). Bills of Lading issued shall be subject to the Bill of Lading terms and conditions of Danmar Lines (available at: https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgf-danmar-terms-and-conditions.pdf).

In addition to these terms and conditions, the German Freight Forwarders' Terms and Conditions 2017 (*Allgemeine Deutsche Spediteurbedingungen 2017* – hereinafter referred to as "**ADSp 2017**") and the Logistic Terms and Conditions 2019 (*Logistik AGB 2019*) apply. In the event of any discrepancies between these documents, the provisions of these terms and conditions shall take precedence and those of the ADSp 2017 shall apply secondarily.

There shall be no variation to these conditions unless it is agreed in writing and signed by an Executive Board Member of DGF and the Customer.

2 Validity of offers

DGF is bound to offers for 7 calendar days, unless otherwise specified in the offer.

This also applies if DGF submits a bid in a tender round. If DGF's offer is not accepted within this period, DGF remains entitled to increase the rates in later tender rounds or to refrain from offering services.

3 General conditions of service provision

Lead times specified by DGF are non-binding standard lead times, unless expressly agreed otherwise. Specified lead times do not include the time required for customs clearance of the goods.

DGF is entitled to use subcontractors at its own discretion. Insofar as the customer justifiably demands the replacement of a subcontractor and DGF can offer the use of an alternative subcontractor, any costs incurred as a result shall be borne by the customer.

The customer is responsible for correctly declaring dangerous goods at the time of booking the shipment.

4 Remuneration

The prices offered by DGF are net prices and are based on the information provided by the customer on quantity structures and shipment structures as well as on unchanged market conditions and legal framework conditions. Unless expressly provided, the prices are exclusive of, but not limited to, all applicable taxes - especially value-added tax (VAT), duties, outlay fees, fumigation, inspection, storage, demurrage, detention, quarantine, bonded trucking or warehousing, escort, issue of export declaration, handover charges to third parties, handling beyond normal business hours, extra waiting hours, use of special equipment or services (e.g., special transport services, reefer plug-in / monitoring), re-icing or dry ice replenishment fees, courier fees, insurance fees, third party billing, government-related charges, other statutory charges, costs for (un)loading, blocking, bracing and cleaning of the container, sorting, (de)palletizing, assembling, re-packing, separately processed x-ray checks, hand search, sniffing etc.

Remuneration for other services as well as other costs that may be incurred in the course of transport (including a disbursement fee on import duties, which is only waived if the customer uses his own deferment account for customs clearance) shall be calculated by DGF in accordance with the following ancillary tariffs in the version current at the time of conclusion of the respective contract:

- **Air Freight:** https://www.dhl.com/content/dam/dhl/local/de/dhl-global-forwarding/documents/pdf/de-loc-dgf-afr-surcharges-de-en.pdf?cache=no
- **Ocean Freight:** https://www.dhl.com/content/dam/dhl/local/de/dhl-global-forwarding/documents/pdf/de-loc-dgf-ofr-surcharges-de-en.pdf

Should additional costs arise as a result of circumstances beyond our control, including in particular low water levels, high water levels, port or terminal congestion, infrastructure disruptions, strikes, governmental measures, capacity shortages, failure of transport equipment, or comparable events, we shall be entitled to pass on such costs to the customer. This includes, in particular, surcharges for alternative transport solutions, rerouting, temporary storage, additional handling costs, as well as demurrage, detention, storage charges, and any other additional costs imposed by third parties. Such costs shall be invoiced in accordance with the agreed rates, in particular the applicable ancillary charges tariff (NK tariff), or in the amount charged by the respective third parties. All additional costs arising from the above shall be borne by the goods and/or the customer.

Unless expressly agreed otherwise, the aforementioned conditions apply to normal, harmless general cargo (no dangerous goods, no temperature-controlled goods, no perishable goods, no high-value cargo, personal effects or special handling requirements), packed suitable for ocean or air freight and stackable, which is not shipped from/to natural persons.

Surcharges such as BAF (Bunker Adjustment Factor), LSS (Low Sulphur Surcharge), PSS (Peak Season Surcharge), IMO 2023 Compliance Cost Surcharge, ETS (Emissions Trading Scheme and Emission Control regulated Carrier Surcharge), War Risk Surcharges and Emergency Cost Recovery Surcharges are based on current circumstances and may be adjusted or levied at short notice. As to the IMO Compliance Cost Surcharge, from January 1st, 2024 on, this new regulation came into effect by the IMO which requires all ocean carriers to further reduce emissions in response to climate change. DGF has implemented an IMO surcharge. As far as no applicable IMO surcharge exists for exports from and imports into the European Union, DGF will apply an ETS surcharge.

Any rate agreements concluded shall be valid for all accepted transport orders with a B/L date or AWB date within the agreed term ("quote validity"). As far as no rate has yet been agreed for the respective B/L date or AWB date at the time the contract is concluded, DGF shall determine the rate at its reasonable discretion (*billiges Ermessen*). In time before the end of the term, the parties will enter into negotiations to adjust the rates and conditions based on the customer's shipping profile, service requirements and market conditions. If the parties agree on new rates, these rates shall replace the fixed prices for all accepted transport orders with a B/L date or AWB date within the newly agreed term. DGF also reserves the right to alter the rates at any time in order to apportion any changes in the costs of the services to be provided on a pro rata basis that (i) result from changes in the legal framework; (ii) are beyond DGF's reasonable control (including, but not limited to, in cases of force majeure); or (iii) are due to discrepancies in Customer's shipping profile and service requirements. If no adjustment is agreed within fifteen (15) calendar days after the first request, DGF is entitled to terminate the agreement in writing with a notice period of fifteen calendar days.

In the event of termination of an agreed order, section 415 German Commercial Code (*Handelsgesetzbuch*) shall apply; Section 415 HGB shall apply analogously to the carriage of goods by sea. DGF also reserves the right to charge an additional 'no-show fee' in cases of short-term changes to the order quantity or missing or late delivery of goods.

5 Special terms and conditions for Air Freight

DGF's offer is based on acceptance on passenger flights. In case freighter service is required, due to either shipment characteristics, or fulfillment of security regulations from the authorities, additional charges may apply.

All prices and other amounts offered are calculated on the basis of the chargeable weight. The volume ratio is determined using a factor of 1:6, meaning, for instance, a volume of 1 cubic meter has an equivalent chargeable weight of 167 kilograms.

The goods to be transported must be suitably packed for air freight, stackable, loadable by forklift and lower-deck capable (max. 200x200x160cm), insofar as this is so-called "general cargo" and unless expressly agreed otherwise.

Rates are based on known shipper/consignor status as defined by the local authority/regulatory body (German Federal Aviation Authority (*Luftfahrtbundesamt* – LBA), United States Transportation Security Administration, Transport Canada, etc.). If the consignor is unknown or not certified, the consignment must undergo a suitable inspection (e.g., X-ray) in accordance with Section 6.2 of the Annex to Regulation (EU) 2015/1998. DGF will commission the service partner approved for the implementation of control measures. Shipments from unknown senders are considered 'unsecured' until they are handed over to the service partner. This may result in additional costs as well as a possible extension of the lead times for the customer.

Pick-up and delivery costs always refer to the specified pick-up/delivery location or, if this is not known, to a maximum radius of 50km around the respective airport.

The creation of the MRN document includes 3 positions, for each additional item additional costs may be incurred.

Fuel and security surcharges are calculated by DGF on the chargeable weight at the current time of shipment. The surcharges are based on the country of departure principle and are adapted to market developments.

As of January 2025, 2% sustainable aviation Fuel is mandatory for EU Airports. The ReFuel Aviation promotes the increased use of sustainable aviation Fuel as part of the Fit for 55 Package (2% by 2025).

https://transport.ec.europa.eu/transport-modes/air/environment/refueleu-aviation_en

6 Special terms and conditions Ocean Freight

For **LCL transports**, the following applies:

- The volume ratio for LCL goods in ocean freight is based on 1:1, which means that 1 cbm corresponds to 1 ton of chargeable weight. The volume ratio does not apply to the pre- and on-carriage.
- All pre- and on-carriage prices offered are calculated on the basis of the chargeable weight (1 cbm = 333 kg – 1 loading meter = 1000 kg).
- Prices, that already have a specific basis for calculation in the offer (e.g., "per shipment") are excluded from these calculations.
- The goods to be transported must be suitably packed for ocean freight, stackable, loadable by forklift (max. 240x120x220cm – max. 1.4t per package), unless expressly agreed otherwise. For general cargo shipments from Asia, a shipment volume of 20 cbm and a shipment weight of 10t may not be exceeded, for America and EMEA a maximum shipment volume of 30 cbm and a shipment weight of 15t, which must not be exceeded, applies. In addition, shipments must not consist of or contain personal effects.
- Packages loaded loosely by sea are delivered to the recipient in unaltered condition. Any other treatment of the package (e.g., palletizing) will only be carried out by express agreement.

For **FCL transports**, the following applies:

- the respective country regulations with regard to the maximum weights (load weight + tare) must be complied with. Failure to comply may result in additional costs and/or refusal of transport by DGF.

For **all Ocean Freight transports** the following applies:

- In the case of quotations for dangerous goods, the prices offered - unless otherwise stated - refer to the classes mentioned below:
- IMO Class 3: Flammable liquids excluding UN3256-UN3258; heated liquids and substances
- IMO Class 6.1: Toxic substances
- IMO Class 8: Corrosive substances
- MPA/PSA group 3
- IMO Class 9: Miscellaneous dangerous substances, excluding UN3256-UN3258, heated liquids and substances; UN3090, lithium metal batteries; UN3480, lithium-ion batteries/lithium polymer batteries; UN3496, batteries, nickel-metal hybrid batteries; UN 2212, 2590, 2315, 3151 and 3152

In order to ensure smooth processing, DGF requires a packing list, the commercial invoice and, depending on the destination country, 1/3 endorsed original bills of lading before the seagoing vessel reaches the destination port.

When DGF is acting in the capacity of a non-vessel-operating common carrier (NVOCC), these terms and conditions shall also constitute a Negotiate Rate Arrangement (NRA) as defined by the Federal Maritime Commission (FMC). **THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.**

7 Payment Terms

Invoices (excluding customs duties and taxes) are payable within ten (10) calendar days from the invoice date, unless DGF provides for a different payment term in the offer. Customs duties, taxes and advances paid by DGF will be reimbursed by the customer within 7 days of the invoice date and are subject to a disbursement fee according to the applicable incidental costs tariffs.

Invoiced amounts that are not specified in the agreed invoice currency will be converted on the basis of the exchange rate published on LSEG (London Stock Exchange) at the time of invoicing or, in the case of ocean freight, at the ship rate of the respective shipowner. A Currency Adjustment Factor will be applied to protect DGF from exchange rate fluctuations.

Without prejudice to any other rights or remedies, if an amount is not paid on time, DGF shall be entitled to (i) demand advance payment for deliveries or suspend further services and (ii) demand interest in accordance with section 288 of the German Civil Code (*Bürgerliches Gesetzbuch*).

8 Termination of the Contract

DGF reserves the right to terminate all contracts concluded in whole or in part without giving reasons with a notice period of 30 calendar days (e.g. individual lanes).

9 Liability and insurance

Insofar as not provided by mandatory law (e.g. Hague Rules, Montreal Convention, Warsaw Convention, CMR), DGF is liable in accordance with the ADSp 2017 and - insofar as these do not apply to the provision of logistical services - the Logistics Terms and Conditions 2019.

Note: In clause 23 the ADSp 2017 deviate from the statutory liability limitation in section 431 German Commercial Code (HGB) by limiting the liability for multimodal also international transportation with the involvement of ocean carriage and an unknown damage location to 2 SDR/kg and, for the rest, the customary liability limitation of 8.33 SDR/kg additionally to €1.25 million per damage claim and €2.5 million per damage event, but not less than 2 SDR/kg. In this context clause 23.2 refers (multimodal cross-border carriage including carriage by sea) only to legally mandatory maximum liability amounts.

DGF does not assume any further liability, even if DGF transports particularly sensitive goods (e.g., temperature-controlled shipments).

Insurance of any kind is not included and will only be provided by DGF, if it is included in the relevant offer.

10 Foreign Trade Laws

The Customer shall ensure compliance with all applicable export control and sanctions laws and regulations ("**Foreign Trade Laws**") and warrants in particular that:

i. neither Customer, nor any holding company, agent, consignee or any other third party directly contracted by Customer for the delivery of the shipment are listed on any applicable sanctions lists as a denied or restricted party;
ii. the delivery of the shipment to its final destination, any known end-user and end-use do not constitute a breach of any applicable Foreign Trade Laws;
iii. Customer will inform DGF should the shipment be subject to any applicable sanction and/or export/re-export restrictions under applicable Foreign Trade Laws;
iv. Customer has obtained all necessary permits, licenses or other government authorizations required for the delivery of the shipment to its final destination and end-use.

Customer shall provide DGF with all information, including permits and licenses, required by applicable Export Laws to permit DGF to carry out the delivery of the shipment to the final destination country. Customer acknowledges that DGF will process information and personal data provided by the Customer to ensure compliance with its own legal obligations.

11 Situation Sudan / Russia / Belarus

The developments in Sudan, Russia and Belarus are impacting all modes of transport in the transport industry, and particularly shippers' cargo and supply chain. Consequently, DGF have temporarily suspended all shipping and related services to and from these countries until further notice. This includes all modes of transport and customs clearance.

Furthermore, these unforeseen events and the associated restrictions (e.g. closure of air space) may impact cargo capacity, routing and other operational matters. These conditions are outside of DGF's reasonable control and DGF therefore reserve the right to modify our services in terms of routes, rates and transit times, and to apply surcharges arising as a consequence of the situation in these countries.

Transit through Russia and Belarus is allowed, but subject approval from the DHL export control team.

12 Situation in Israel

The situation in Israel continues to impact all modes of transport in the transport industry. This includes all modes of transport, any import/export/transit shipments and customs clearance. Current restrictions (e.g. closure of air space) may impact cargo capacity, routing and other operational matters. These conditions are outside of our reasonable control and we therefore reserve the right to modify our services in terms of routes, rates and transit times, and to apply surcharges.

13 Emergency Cost Recovery Surcharge (ECRS)

As a result of the conflict in the Red Sea that has caused many ships to be diverted or docked in safe waters and increased costs for shipping and logistics activities, an Emergency Cost Recovery Surcharge (ECRS) will apply on trades from Europe to Asia, India Sub. Cont. and Arab. Gulf and from Asia, India Sub. Cont. and Arab. Gulf to Europe.

The surcharge was implemented on January 1st, 2024. As the situation is dynamic, DGF will be updating the surcharges and publishing updates on the website (https://go.freightforwarding.dhl.com/red-sea/ecrs).

14 Force Majeure

"**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, 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, any information security-related threats including cyber-attacks, cyber-risks, 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.

If a party breaches an obligation due to an event of force majeure, this party is not responsible for the breach. This does not apply to breaches of any obligation to pay amounts due under this Agreement. If the performance of a party's obligations under this Agreement or a work instruction is affected by force majeure, the date for performance of such obligation shall be deemed to be suspended for a period equal to the delay caused by such force majeure, and the affected party shall resume immediate performance (including a reasonable start-up period) once the force majeure has ended.

If DGF determines that, as a result of a Force Majeure event, DGF can only fulfil its obligations to the Customer, in whole or in part, incurring additional costs or providing additional services at the same time, DGF will notify the Customer thereof without undue delay. The customer and DGF will then seek an agreement on these additional costs and any additional services. Until an agreement has been reached, DGF is not obliged to continue the services. DGF will use commercially reasonable efforts to avoid or mitigate such additional costs or services.

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. If, by reason of a Force Majeure, DGF can only fulfill its obligations by incurring additional costs, then such reasonable and agreed additional costs shall be borne by Customer. DGF reserves the right to pass on surcharges levied without notice by carriers or airlines in the event of Force Majeure.

15 Code of Conduct

The parties shall act in accordance with applicable laws and regulations and their respective codes of conduct. If the Customer does not have a Code of Conduct, it will comply with the principles laid down in the Code of Conduct of the DHL Group, which can be accessed via the link https://group.dhl.com/en/about-us/code-of-conduct.html

16 Confidentiality and Data Protection

Proposal and rates are confidential. Neither party shall disclose or publicize the existence or content of the proposal without prior consent of the other party.

DGF is entitled to process data transmitted by the Customer insofar as this is required for the fulfillment of the contract or to ensure compliance with its own legal obligations. Furthermore, DGF points out that it may be legally obliged to notify personal data or shipment data to courts and authorities. The customer permits DGF to use its email address in order to provide it with information on new offers. The Customer may at any time withdraw such permission free of charge under the link https://dhlglobalforwarding-news.com/t/EZ7-6DOQ4-B1PVUJAVE3/uns.aspx. The Customer ensures that it has complied with its legal obligations in relation to personal data provided to DGF including consignee data as may be required for transport, delivery and logistics services, such as e.g. name, address, email, and phone number. The Customer shall inform consignees about the processing of their personal data for the abovementioned purposes including processing for proof of delivery. In case of unauthorized disclosure of personal data by the Customer to DGF, the Customer indemnifies DGF upon first written demand from all claims asserted by third parties, in particular by recipients, as far as DGF processes the data in accordance with the contract. DGF will maintain data protection in accordance with applicable laws. Further details are available in our Privacy Notice.

DGF ensures that it maintains appropriate security measures in line with International Standard Organization ISO 27001/2013. This is DGF's entire obligation regarding the security of Customer's Information and DGF IT-systems in connection with Customer's use of DGF Services. Customer is responsible for maintaining back-up copies of its Information and protecting its own IT-Systems.

17 Applicable Law / Place of Jurisdiction

This Contract shall be governed by the laws of the Federal Republic of Germany. The place of jurisdiction for all disputes arising from or in connection with these terms and conditions, including those concerning the validity of this agreement and its conclusion, is Frankfurt, unless otherwise prescribed by law.