

## Terms and conditions for offers made by DHL Global Forwarding GmbH, as of April 2022

DHL Global Forwarding GmbH, Flughafen Frankfurt Cargo City Süd Gebäude 573, 60549 Frankfurt. Tel: (069) 1301-6 / Fax. (069) 1301-7999. Managing Directors: Tobias Schmidt (Vors.), Thorsten Schilling Commercial Register Court Frankfurt/M., Commercial Register Number HRB 49 780

### General terms and conditions

- Our offer shall be based on today's costs, exchange rates and tariffs. Offers made by DHL Global Forwarding GmbH shall be subject to change without notice.
- The services are offered under the brand DHL Global Forwarding and/or Danmar Lines. As part of this process, the carriers and other subcontractors will be selected by DHL Global Forwarding GmbH and/or Danmar Lines, unless specifically stated otherwise.
- The transit times shall be determined on the basis of the freight carriers of our choice and may differ as a result of conditions at the time that the shipment is carried out. The transit times provided shall be non-binding standard transit times. The listed transit times shall not include the period of time needed for the goods to clear customs.
- The contract can be terminated by either party at any time with 4 weeks prior written notice.

### Rates/prices/invoices

- The prices offered shall not include value-added tax (VAT). They shall be based on the information about the quantity and shipment structures provided by you as well as on unchanged market conditions and legal regulations. As a result of extensions to the service request made to DHL Global Forwarding GmbH, modification of quantity/shipment structures, legal requirements and changes in market conditions, DHL Global Forwarding GmbH shall be entitled to adjust prices at the reasonably exercised discretion.
- All prices and services offered shall depend on the availability of stowage space and resources as well as on unimpeded access to defined and other transport routes.
- Prices or other amounts included in the invoice that are not listed in the agreed-upon billing currency shall be converted on the basis of the exchange rate published on [LSEG \(London Stock Exchange Group\)](https://www.lseg.com/) at the time that the invoice was prepared or, for ocean freight, on the basis of the ship owner's vessel-related exchange rate. A currency adjustment factor will be applied to protect DHL Global Forwarding GmbH from exchange rate fluctuations.
- Surcharges like the BAF (bunker adjustment factor), the LSS (low sulfur surcharge), the PSS (peak season surcharge), War Risk Surcharges and Emergency Cost Recovery Surcharges shall be based on current circumstances and can be changed or raised on short notice.
- Unless otherwise explicitly agreed, all charges quoted are only applicable and valid for general cargo (no dangerous goods, no high-value cargo, no temperature controlled, no perishables, no special handling requirements); cargo needs to be seaworthy and in gauge. In addition, LCL cargo must be stackable.
- Costs over which DHL Global Forwarding GmbH has no control will be charged pursuant to the following additional cost rate
  - Airfreight:  
<https://www.dhl.com/content/dam/dhl/local/de/dhl-global-forwarding/documents/pdf/de-loc-dqf-afr-surcharges-de-en.pdf>
  - Oceanfreight  
<https://www.dhl.com/content/dam/dhl/local/de/dhl-global-forwarding/documents/pdf/de-loc-dqf-ofr-surcharges-de-en.pdf>

We shall permit outstanding balances only in cases of positive credit histories. We shall reserve the right to request payment in advance.

- The offered prices and other charges shall be based upon handling performed during regular work hours on weekdays. Additional costs may apply for work carried out at other times, at weekends and on public holidays.

### Dangerous Goods

DHL Global Forwarding strives to be fully compliant at all times with the prevailing rules and regulations for carriage of dangerous / hazardous cargo. In this regard, we work with our customers and carrier partners to ensure all dangerous / hazardous cargo is correctly declared at the time of booking the shipment and prevent any mis-declaration of dangerous / hazardous cargo. In the event that DHL Global Forwarding's customers

mis-declare dangerous / hazardous cargo to be non-dangerous / non-hazardous cargo, all penalties, costs, consequences and liabilities of this mis-declaration will be passed on to the customer

### Special terms and conditions for air freight

- House air waybill conditions apply to air freight business  
(<https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgf-hawb-terms.pdf>)
- The selection of departure times and carriers shall be left up to us. The volume ratio shall be 1:6 - this means that 1m<sup>3</sup> equals 167kg subject to freight charge.
- The offer shall be based upon products that are packed in compliance with air freight rules, stackable and are capable of being loaded with a forklift truck and stored in the lower deck (a maximum of 200x200x160cm) unless explicitly defined otherwise.
- All offered rates and other charges shall be based upon the weight subject to freight charge.
- The tariffs are based on the status of "known consignors" (Bekannter Versender) as determined by the local authority/supervisory authority (Luftfahrtbundesamt -LBA-, United States Transportation Security Administration, Transport Canada, etc.).
- If the local authorities have not certified the sender or their loading facility as a "known consignor", the dispatch shall be submitted to an X-ray examination before being transported by plane or another on-site security check may be carried out. This could result in additional costs for the freight payer.
- Collection and delivery costs shall always refer to the collection and delivery point that has been provided. If this location is not known, a radius of a maximum of 50km around the particular airport shall be used.
- The creation of the MRN document includes three positions. Additional costs can arise for each additional position.
- DHL Global Forwarding GmbH calculates fuel costs and security surcharges on the freightable weight at the time of dispatch. The surcharges are based on the country of origin principle and are adjusted to market developments.

### Special terms and conditions for Ocean Freight

- For ocean freight, Danmar Lines' acceptance and shipping terms and conditions shall apply
- (<https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgf-danmar-terms-and-conditions.pdf>)
- The volume ratio in ocean freight is based on 1:1. This means 1 m<sup>3</sup> equals 1 chargeable freight ton. The volume ratio shall not apply for pre-carriage and on-carriage.
- The offer shall be based upon products that are packed in compliance with ocean freight rules, stackable and are capable of being loaded with a forklift truck. (a maximum of 240x120x220cm – max. piece count weight of 1,4t ) unless explicitly defined otherwise. For LCL shipments ex Asia Pacific shipment dimensions should not exceed a volume of 20 cbm and should not exceed a shipment weight of 10t, for Americas and EMEA shipment dimensions should not exceed a shipment volume of 30 cbm and should not exceed a shipment weight of 15t. Furthermore shipments should not consist of or contain personal effects
- All charges for pre- and on-carriage will be billed based on chargeable weight ( 1 cbm = 333 kgs – 1 Loadmeter = 1000 kg )
- Packages shipped loosely by sea shall be delivered to the recipient in an unaltered condition. Should special handling of the parcels (e.g., palletizing) at the destination port be desired, such work shall be done only on the basis of an express, written order payable by the freight payer.
- For FCL pickup and delivery, the weight per container (load + tare) must not exceed the maximum payload as per country regulations and equipment specifications. Failure to comply may result in additional charges or refusal to transport by DHL Global Forwarding GmbH.
- For quotes covering dangerous goods pricing, our pricing offer applies to the below classes, unless otherwise specified:
  - o IMO class 3 Inflammable Liquids □ Excluding the following: UN3256; UN3258; Elevated temperature liquids and solids
  - o IMO class 6.1 Poisonous (toxic) substances
  - o IMO class 8 Corrosives
  - o MPA/PSA group 3
  - o IMO class 9 Miscellaneous dangerous substances □ Excluding the following: UN3256-UN3258, Elevated temperature liquids and solids; UN3090, Lithium Metal Batteries; UN3480, Lithium Ion Batteries/Lithium-ion Polymer Batteries; UN3496, Batteries, Nickel Metal Hydride; UN 2212, 2590, 2315, 3151 and 3152

- For quotes covering temperature controlled cargo, our pricing offer does not apply to the below commodities, unless otherwise noted:
  - Chemicals hazardous or harmless; Hazardous cargo; Pharmaceutical products (incl. blood plasma); High Value Cargo (cargo values higher than USD 500K per container) / AMER +USD 200K per shipment; Controlled Atmosphere; Cold Treatment; Restricted reefer commodities, e.g. ammonium, tetramethylammonium, hydroxide, raw rubber, mint/menthol, phenol; Fertilizer, lime split, albuminous substances, modified starches, enzymes.
- To ensure the smooth completion of a shipment, we need to receive 1/3 endorsed original bill of lading by mail before the ocean-going vessel reaches the destination port in addition to a packing list and the commercial invoice.
- When DHL Global Forwarding GmbH 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.**

### **Legal foundation/liability**

The services provided by DHL Global Forwarding GmbH shall be governed by the laws of the Federal Republic of Germany. Unless covered by mandatory legal regulations (e.g., Hague–Visby Rules, Montreal Convention, Warsaw Convention, CMR), these services shall be subject to the Allgemeine Deutsche Spediteurbedingungen 2017 (“ADSp 2017”) (German Freight Forwarders' Standard Terms and Conditions 2017) and the Logistik-AGB 2019 (General Terms and Conditions of Logistics-Services-Providers 2019), – insofar as the ADSp 2017 do not apply to the provision of logistics services.

Note: In clause 23 the ADSp 2017 deviates 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 sea carriage and an unknown damage location to 2 SDRs/kg and, for the rest, the customary liability limitation of 8.33 SDRs/kg additionally to €1.25 million per damage claim and €2.5 million per damage event, but not less than 2 SDRs/kg. In this context clause 23.2 refers (multimodal cross-border carriage including carriage by sea) only to legally mandatory maximum liability amounts.

### **Insurance**

No form of insurance shall be included. Such coverage shall be addressed only on the basis of a special written order. In case no explicit insurance product is agreed, DHL Global Forwarding's liability is limited to the Standard Trading Conditions defined herein and/or the conditions as printed in the Bill of Lading resp. Air Waybill.

### **External trade rules/Compliance**

The Customer shall ensure compliance with all applicable export control and sanctions laws and regulations (“Export 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 Export Laws;
- (iii) Customer will inform DHL Global Forwarding GmbH should the shipment be subject to any applicable sanction and/or export/re-export restrictions under applicable Export 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 DHL Global Forwarding GmbH with all information, including permits and licenses, required by applicable Export Laws to permit DHL Global Forwarding GmbH to carry out the delivery of the shipment to the final destination country. Customer acknowledges that DHL Global Forwarding GmbH will process information and personal data provided by the Customer to ensure compliance with its own legal obligations.

Each party shall act in accordance with its own Code of Conduct, failing which the Customer shall evidence it is compliant with the principles contained in Deutsche Post DHL's Code of Conduct which can be found on [www.dpdhl.com/en/about\\_us/code\\_of\\_conduct.html](http://www.dpdhl.com/en/about_us/code_of_conduct.html).

## **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, 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. Neither Party shall be deemed to be in breach of this Agreement or any Statement of Work or otherwise liable to the other Party for damages (including but not limited to loss, damage or delay to Goods) or otherwise for any failure, partial failure or delay in performing any of its duties or obligations under this Agreement or any Statement of Work (other than breach of an obligation to make payment of any sum due under this Agreement) to the extent such failure is due to Force Majeure. If a Party’s performance of its obligations under this Agreement or any Statement of Work is affected by Force Majeure, the date for performance of such obligation shall be deemed suspended for a period equal to the delay caused by such Force Majeure and the affected Party shall resume prompt performance (including a reasonable startup period) as soon as such Force Majeure shall have ceased. The provisions hereof shall not apply to monetary amounts due or owing by either Party to the other. The Party affected by Force Majeure shall use commercially reasonable efforts to give notice to the other Party, specifying the nature and extent of the Force Majeure as soon as reasonably practicable after becoming aware of the Force Majeure. Both Parties will use all reasonable endeavors to mitigate the effects of Force Majeure on the performance of the Agreement and any Statement of Work. For the avoidance of doubt, a close down of IT systems, sectors or segments thereof due to an information security-related threat or attack shall always be deemed to be a mitigation action. If, by reason of a Force Majeure, DHL can only fulfill its obligations by incurring additional costs, then such reasonable and agreed additional costs shall be borne by Customer.

## **Data protection**

DHL Global Forwarding GmbH is entitled to process data transmitted by the Customer insofar as this is required for the fulfilment of the contract. Furthermore, DHL Global Forwarding GmbH points out that it may be legally obliged to notify personal data or shipment data to courts and authorities. Customer permits DHL Global Forwarding GmbH 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/EZ7-6DQ04-B1PVUJAVE3/uns.aspx>. If the Customer provides DHL Global Forwarding GmbH with the email address and, if applicable, other contact details of the recipient of the shipment for the purpose of informing them of the shipment status, it warrants to be legally entitled to do so (e.g., by consent). In case of unauthorized disclosure of personal data by the Customer to DHL Global Forwarding GmbH, the Customer indemnifies DHL Global Forwarding GmbH upon first written demand from all claims asserted by third parties, in particular by recipients, as far as DHL Global Forwarding GmbH processes the data in accordance with the contract. DHL Global Forwarding GmbH will maintain data protection in accordance with applicable laws.

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’s IT-systems in connection with Customer’s use of DGF’s Services. Customer is responsible for maintaining back-up copies of its Information and protecting its own IT-Systems.

## **COVID-19 Clause**

The Parties acknowledge and agree that the outbreak of COVID-19, which the World Health Organization officially declared a pandemic on March 11, 2020, has caused global disruptions of air, ocean and other logistics services as a result of, among other things, continued lockdown of countries, closure/limitation of crossing country borders, closure of ports and airports and resulting carrier cancellations.

DHL Global Forwarding GmbH (DGF) reserves the right to give the Customer notice that it will modify all or part of its air, ocean and other freight services, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards the Customer to the then prevailing circumstances arising as a consequence of the spread of the Coronavirus (COVID -19). Such changes shall only take effect if mutually agreed between the parties. After DGF has given notice of such change, DGF shall not be obliged to perform services until mutual agreement on the change is reached. DGF shall be relieved of any liability under the Agreement if, and to the extent that, such liability is caused by the consequences of the spread of the Coronavirus (COVID-19).

If DGF is prevented from performing its obligations in such circumstances for more than 30 consecutive days, either party may terminate the Agreement forthwith by giving written notice to the other.

### **Situation in the Ukraine**

The dramatic developments in the Ukraine are impacting all modes of transport in the transport industry, and particularly shippers' cargo and supply chain. Consequently, DHL Global Forwarding have temporarily suspended all shipping and related services to and from Ukraine. In addition, inbound services to Russia and Belarus have been suspended, and we will not accept shipments to or via Russia or Belarus until further notice. This includes all modes of transport, any transit shipments 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 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 arising as a consequence of the situation in the Ukraine.