



## DHL Multishipping General Terms & Conditions

### Terms and conditions DHL Freight (Finland) Oy (“DHL”) for road freight

#### General

##### Entering into force and termination of contract

Unless otherwise mentioned in the offer, the offer is valid for period of 30 days from the date of the offer. The contract enters into to force when we receive your written and signed approval. When the contract has entered into force the contract prices are valid as mentioned separately unless change in the circumstances. In case validity period of contract prices are not separately mentioned the prices are valid until further notice according to the contract term. Either party has right to terminate the contract with 30 days prior written notice. In the event petition for bankrupt, liquidation or re-organization is filed against a party, the other party has right to terminate the contract immediately. Due to termination the entire remaining balance shall fall due for payment immediately.

##### Currency conversion

We shall convert freights and other costs offered in foreign currency into Euros (EUR) at the foreign exchange reference selling rates published by the European Central Bank on the date of invoicing.

##### VAT

Our prices are exclusive of Value Added Tax. VAT according to prevailing law shall be added on the prices.

##### Cargo insurance

Separate cargo insurance shall be taken out for the assignment on your written order.

##### Change in circumstances

The contract is based on the circumstances such as balance between DHL’s road freight import and export traffic, exchange rates prevailing at the time the offer is given as well as the transport volume and profile information provided by the customer (later “Assignor”).

DHL reserves the right to amend prices and payment terms in the event of change in circumstances or in case transport volumes informed by the Assignor will not be reached. Taxes, official fees and costs or comparable costs and expenses charged by private institutions or any increases or changes of them or new taxes, official fees or costs such as MAUT charge in Germany or other road or environmental fees or charges possibly to be implemented in other countries, the effects of those shall be added on the prices as of date of their validity.

##### Fuel surcharge

Separately on top of freight charge is charged currently prevailing fuel surcharge. Currently prevailing fuel surcharges are found from our webpage [www.dhl.fi](http://www.dhl.fi).

##### Development of cooperation

In case your business alters fundamentally, we hope that you will contact us so in order to make possible amendments to the contract.

##### Confidentiality

The parties agree to keep this contract and information regarding to the other party’s business they may obtain in course of cooperation confidential and to use such information only to sole purpose of this contract except to the extent of legal obligations relating to authorities. The confidentiality obligation shall survive from termination of the contract.



## **DHL Multishipping terms and conditions of use**

DHL Freight (Finland) Oy, business id 0108210-8 provides to its customer an access to internet based web service DHL Multishipping (later Service).

The Service includes registration, transport booking and address label and packing list printing options. The Service is directly available at address <https://www.dhlmultishipping.com/login/#/to/dhlfi> is provided that customer has user id and password. The Service is provided on these terms and conditions of use. The use of the Service requires that the Assignor has valid transport agreement with DHL. The transport agreement of the Assignor and the general conditions relating to the transport agreement are later referred as Transport Agreement.

### **Obligations of DHL**

DHL is responsible to maintain the Service available for the time daily/weekly basis as informed by the DHL. DHL is entitled to close the Service for changes and updates. DHL is not responsible to procure templates, software, hardware or equipment's for the customer to enable the customer to use the Service. DHL is not liable for any direct or indirect consequences that can occur for instance through cracking, loss of information, Service interruptions (including interruptions caused by technical problems relating to the Service) or through other failure, damage, action or negligence.

### **Right and license of use**

The right of use shall become valid when the Assignor has registered as Service user and the Service Provider has confirmed right of use. The right of use is valid for time being and it can be terminated with 30 days' notice. The right of use shall be cancelled automatically in case Transport Agreement is not valid. The Service Provider reserves the right to terminate the right of use in the event the customer does not fulfill these terms and conditions of use or misuses the Service.

### **Registration**

The Assignor has to inform DHL its company data and those persons to whom the Assignor applies user id by filling registration template in internet. Upon registration the Assignor accepts these terms and conditions of use. The Assignor is responsible to update its company data in writing and inform the DHL of any changes. User ids and passwords are dedicated only for use of the Assignor (company) and the named persons they are applied for. The Assignor is responsible for correctness of data relating to the users and that user-ids are not given to third parties or misused in any way. The Assignor is responsible for all transactions made with the user ids granted to the Assignor and its named users.

### **Changes**

DHL reserves the right to change the Service and update the webpage.

### **Other conditions**

DHL's liability as carrier is based on the terms and conditions of the Transport Agreement. In case of conflicting terms and conditions in regard of this Service will be applied these terms and conditions of use and then terms and conditions of the Transport Agreement.



## International transport conditions of DHL Freight (Finland) Oy

### 1. Scope of application

These transport conditions shall apply to all road transport assignments and contracts for carriage of goods by road, with place of departure and destination in two different countries excluding, however, DHL Express assignments and shipments.

### 2. Contract of Carriage

The contract of carriage, unless otherwise agreed, between an assignor (later the Assignor) and DHL Freight (Finland) Oy (later DHL) is reached when the Assignor orders transport from DHL. The contract of carriage is confirmed by waybill or by means of electronic data transfer corresponding waybill.

### 3. Service limitations

3.1 Following goods are not accepted for transport:

- Valuables such as precious metals, jewels, jewelry, cash, credit cards, bills of exchange, share certificates, securities or other valuable things or documents which cannot be replaced or renewed in case of loss or damage.
- Removal goods
- Dangerous goods of classes 4.2, 6.2, 7 and 1, except class 1.4S according to national or international regulations of dangerous goods.
- Animals
- Shipments containing illegal substances or goods or other goods or substances, which are not allowed to be transported, exported, imported or in transit
- Tobacco product

3.2 Following goods are accepted for transport only based on separate explicit agreement: Goods exceeding dimensions of vehicles

- Goods causing exceptional weight distribution of vehicle
- Goods incompatible for transportation with other goods
- Goods requiring special equipment for loading, securing, transport or discharge
- Alcohol products
- Goods requiring special handling and equipment as well as temperature or moisture sensitive or fresh or otherwise perishable or damage sensitive goods or goods of which transportation requires special licenses or permissions
- Dangerous goods or classes 4.3, 5.1, 5.2, 9 and 1.4 S according to national or international regulations of dangerous goods
- Fire arms/Guns and weapons or goods which are classified as defense/military material
- Goods requiring customs transit procedure otherwise than between DHL terminals
- Fine art and antiques

The Assignor is responsible for indemnifying all damage, loss and claims that may arise out of shipping goods mentioned in above article 3.1 or article

3.2 (if separate explicit agreement is not made) against these conditions. DHL is entitled, but not responsible for, to check and investigate (to open if necessary) a shipment given for transportation irrespective of the fact whether the assignment or shipment documents mentions that the shipment contain goods not in conformity with the contract conditions.



#### 4. Transportation booking

Upon booking of the transportation the Assignor has to give following information regarding the shipment to DHL:

- Name of shipper and pick-up address
- Nature of goods, their quantity, volume and measurements
- Dangerous goods information, if any
- Special handling instructions, if any
- Name of consignee and delivery address
- Time when goods are ready for pick-up

The Assignor is responsible for the correctness of booking information and responsible for indemnifying costs or loss/damage to DHL caused by incorrect or incomplete information.

Transportation bookings and cancellations must be made shipment wise and well in advance. In case the Assignment does not contain pick-up, the Assignor must arrange the delivery of goods to departure terminal the day before the date of departure at the latest. The Assignments are in general effected in the booking order and the shipment is loaded into the next unit departing to the destination. The Assignor must take into account possible consolidation restrictions due to nature of goods. DHL has right to refuse assignment.

The Assignor is responsible for costs arising from cancellation of transportation booking up to the amount of freight and other costs calculated according to the cancelled transportation booking.

The Assignor must give a waybill for each shipment in three copies at the minimum.

The waybill must contain following information:

- Waybill number
- DHL account number for the Assignor
- Name and address of the shipper, including zip-code
- Place of departure including zip-code
- Name and address of the consignee, including zip-code
- DHL account number, if any, for the consignee
- The party who pays the freight and DHL account number, if any, for him
- Delivery address including zip-code, if not the same as the consignee's
- Number and type of packages and description of goods
- Gross weight of the goods and volume in cubic meters in one decimal accuracy
- Load meters or pallet places needed for the goods
- Measurements of the goods
- Dangerous goods information required by national or international dangerous goods regulations
- Shipper's declaration that dangerous goods are packed according to dangerous goods regulations
- Special handling instructions (if any)

The Assignor is responsible for the information given for the assignment or marked in the waybill. The Assignor is responsible for payment of freight and other costs also when the consignee or a third party has been indicated or marked as freight payer but will not pay the freight on DHL's demand.

It is up to the Assignor to arrange that DHL is provided with dangerous goods documentation relating to the goods, as well as all other documents or information which are needed for transportation and fulfillment of official regulations.



### **5. Packing and marking of goods**

It is up to the Assignor to pack and prepare goods properly for transportation. The goods are to be packed so that it will tolerate customary transportation and handling. Furthermore the goods must be packed and fastened onto a pallet that can be handled by fork lift or manual fork wagon. It is not necessary to use pallets for single (= the shipment does not contain several packages) small packages lighter than 35 kg, nor for machinery and equipment having their own handling basis, nor for shipments special handling is separately agreed upon. The Assignor is responsible for all loss and damage including, but not limited to, damage to persons, property and environment and costs which are caused by insufficient or improper packing or marking of goods.

The Assignor must mark each package of the shipment with one, and each pallet with two address labels that must indicate also total number of packages included in the shipment. The marks indicating special instructions must be made visibly to each piece and each pallet by the Assignor. Furthermore the Assignor is responsible that dangerous goods shipments are marked as required by prevailing dangerous goods regulations.

### **6. Performance of transport**

DHL reserves the right to choose the type of vehicle, the means and routes of transportation as well as to decide whether the goods will be transported directly to the destination or by transshipment, unless otherwise agreed. The Assignor acknowledges and explicitly approves that DHL's road transport network and terminals are not designed for transport of high-value or high-risk goods and that it is characteristic for DHL's road transport service, unless otherwise separately agreed, that the transports are carried out with ordinary semi-trailers or road trains and groupage shipments will be transported through several terminals. Due to the characteristics of the transport service it is possible that the shipments or the vehicles are not under direct, continuous surveillance or guarding at all times and that the transport service and its pricing do not include any measures or actions for direct, continuous supervision or guarding of shipments or vehicles at all times.

It is up to the Assignor to load/discharge, stow and secure goods on his own risk and responsibility when DHL picks up the goods from pick-up address or delivers goods to the consignee or other place of delivery. If the driver participates in loading/discharging (including stowing and securing), his role is of assistant nature. Assistance means the work performed by the driver in the cargo compartment of the vehicle, or handling the goods in connection with loading/discharging or handling or moving the goods at Assignor, shipper or consignee or at third party acting for them or in any of their premises. When assisting the driver acts always on account and responsibility of the Assignor and the shipper/consignee. When operating in the Assignor's, shipper's, consignee's or third party's acting for any of them controlled facility or with devices in their control, the Assignor is always responsible for the safety of the work as well as the suitability and condition of the premises and devices and their appropriate protection for performance of the work.

The performance of transport is based on hindrance-free traffic and drivable roads with adequate carrying capacity.

Should the assignment initiated by DHL be interrupted due to reasons irrespective of DHL (strike, lockout etc.), DHL is entitled to payment for its costs and work performed so far.

Unless otherwise agreed, freight and other costs are calculated according to DHL's pricing and are due for payment when the goods are handed over for transportation.



## 7. Other conditions

Pallets: Pallet exchange is not accepted. In case the Assignor wishes pallets to be returned, he must agree about return with the consignee and then book return transportation in normal way.

Definitions: Shipment: Shall mean goods marked on one waybill or transport booking and to be shipped from one place from one shipper to one place to one consignee on one term of delivery and to be loaded into same vehicle. Freight shall be calculated for each shipment separately.

Assignor: Shall mean the party who books transportation or agrees upon transportation with DHL or leaves the goods for transportation.

Dangerous goods regulations: Shall mean all regulations (laws, statutes, conventions etc.) regarding dangerous goods and their transportation irrespective of method of transport.

CMR convention: Convention on the Contract for the International Carriage of Goods by Road signed at Geneva 19th May 1956 with its later amendments in force in Finland. CMR convention shall apply to all assignments and contracts of carriage by road.

NSAB 2000: shall mean the General Conditions of the Nordic Association of Freight Forwarders. NSAB 2000 shall apply to all assignments and contracts of carriage.

Limitation of liability: DHL is not liable for indirect loss or damage, such as loss of profit or market or other comparable loss. In any case, unless above mentioned CMR convention or NSAB 2000 conditions otherwise stipulate, DHL's liability is limited to the transport fee agreed upon the assignment in question or to 1000,- € per shipment, whichever is lesser. DHL does not approve the declaration of any special interest as referred to in the Finnish Act on Contract of Carriage by road or in the CMR convention. If DHL is informed of the value of the goods or the value has been inserted on the waybill it is considered to be given for information only to ensure smooth border crossings. Should the Assignor consider the limitations of liability in these terms and conditions or of the law to be insufficient, the Assignor can, at his own discretion and cost, issue an own insurance for his goods.

Right of lien: DHL has a lien on the Assignor's goods in DHL's control for fees and expenses in respect of these goods as well for all other amounts due from the same Assignor.

Set-off: The Assignor has no right to hold payment of freight or set off a liability with a notice of loss or claim for compensation relating to the performance of the transport.

Unidentified or uncollected goods: DHL has the right, according to its decision, to liquidate shipped goods, the owner of which cannot be reasonably clarified based on markings, and other uncollected goods when 1 month has expired since the date written notification has been sent off to the Assignor or other party entitled to the goods.

Customs transit procedure: Unless explicitly otherwise agreed, the Assignor is responsible for due closing and returning of customs procedure document (T1, T2, T5, Tir Carnet) issued for the Assignor's shipment.



## 8. Freight calculation basis

### Voluminous weight 333 kg/m<sup>3</sup> (cubic weight)

Volume is based on shipment's measurements length x width x height to be rounded up to cubic meters. This will be applied when actual weight of the goods is less than 333 kg/m<sup>3</sup>, other goods can be loaded on top of these, and they can be loaded on top of other goods. The freight and other costs are calculated according to following volume weights, when actual weight of the goods is less than the specific volume weight in question and a) in regard of load meter weight, when the goods reserve the whole width of the cargo space and/or no other goods can be loaded under, on top and on the side of the goods (for instance if securing of cargo prevents loading on the side of the goods or due to goods weight it must be stowed in the middle of the cargo space) and b) in regard of FIN or EUR pallet weight when actual weight of the goods is less than the specific volume weight in question and the goods are packed onto a specific pallet or pallet with corresponding measurements, and no other goods can be reasonably loaded on top of the goods and c) in regard of dangerous goods freight and other costs are calculated according to load meter weight when actual weight of the goods is less than load meter weight.

#### Load meter weight 2000 kg

#### EUR-pallet weight 800 kg/pallet

Will be applied to 0,8 x 1,2 meter pallets.

#### FIN-pallet weight 1000 kg/pallet

Will be applied to 1 x 1,2 meter pallets.

#### 13,6 m semitrailer

Freight calculation basis for semitrailer is 82 m<sup>3</sup>=27,4 tn/semitrailer, in case actual weight of the shipment is under 27,4 tn. Surcharge for Coil and Mega semitrailers is 185,- EUR/semitrailer.

#### Trailers 18, 22, 24 and 25,25 meters

When trailers are used and actual weight of shipment is lower than chargeable weights mentioned below, the freight is calculated according to following chargeable weights

18 m trailer = 14 load meters = 90 m<sup>3</sup> = 30 tn

22 m trailer = 18 load meters = 110 m<sup>3</sup> = 36,7 tn

24 m trailer = 20 load meters = 122 m<sup>3</sup> = 40,7 tn

25,25 m trailer = 21 load meters = 128 m<sup>3</sup> = 42,7 tn

Chargeable weights are rounded up to next full hundred kilos in regard of shipments with chargeable weight over 100 kg, and for shipments less than 100 kg to next full ten kilos. For goods with a length at least 4 meters or over, the minimum chargeable weight is 3000 kg.

Shipments with chargeable weight in minimum 2500 kg (until 31.12.2013 3000 kg) freight and costs are based direct delivery by semitrailer or full trailer unit from the place of loading to the place of delivery and freight and costs do not include compensation for any terminal handling or use of separate pick-up and/or delivery vehicle. If for transport technical reasons and/or for circumstances at place of loading and/or place of delivery (for instance islands, mountain terrain, narrow/unbearable streets, roads or bridges etc.) it is required to do transshipment and separate pick-up and/or delivery vehicles are needed that will be charged additionally.

In CIS (Commonwealth of Independent States) traffic will be applied 3000 kg / 9 m<sup>3</sup> minimum chargeable weight in cases when direct delivery with arrival truck (in export) and/or when direct pick up with departing truck (in import) are required provided that direct delivery or pick up is customs- and traffic wise possible.

If different freight calculation basis are applicable to the same shipment, the freight and other costs are charged according to the higher one.



If chargeable weight according to transportation booking differs from chargeable weight according to measurements of the actually transported goods, the freight and costs are charged according to the higher ones.

DHL has right to check measure and/or weigh the goods and to debit the Assignor or other freight payer according to checked measurements or weight.

## 9. The most common additional charges not included in freight rates

### 9.1 Storage

#### Import from EU-countries

EUR / 100 kg/ day

1 day free of charge

2-5 days 0,40

6-10 days 0,52

over 10 days 0,92

minimum EUR 26,- / shipment

#### Import from other countries

EUR / 100 kg / day

1-3 days free of charge

4-7 days 0,40

8-15 days 0,52

over 15 days 0,92

minimum EUR 26,- / shipment

#### Export and transit

EUR / 100 kg / day

1-4 days free of charge

5-10 days 0,52

over 10 days 0,92

minimum EUR 26,- / shipment

If free storage time is exceeded, charges are calculated for the entire storage period. Free of charge storage time is not applicable to dangerous goods, and the storage charges are triple.

### 9.2 Demurrage

The loading and unloading time as well as waiting time beyond DHL's control during the transport are charged as follows.

Up to 1 hour free of charge for full loads and part loads (direct shipments chargeable weight 2500 kg)

Over 1 hour EUR 58,- per hour per each beginning hour; however not exceeding 290 EUR per calendar day.

Waiting time at the loading starts from the moment when the driver notifies personnel of the loading place about arrival of the vehicle at place of loading and ends when loading is completed and the load securing carried out and driver can start closing of the vehicle.

Waiting time at the unloading starts from the moment when the driver notifies the unloading place about arrival or vehicle at place of unloading and ends when unloading is completed and driver can start closing vehicle for driving off.

#### Transports to and from CIS-countries:

Free loading-/unloading-/clearance time in CIS countries, unless otherwise agreed, is 48 hours for full loads and 24 hours for part loads and groupage.

In the Eastern Middle European countries the corresponding time for both full and part loads is 24 hours. If the times are exceeded, EUR 315 / day will be charged for each beginning day. The charge is applied also to shipments to be unloaded elsewhere than at DHL terminals, irrespective of shipment size. Demurrage caused without fault of the carrier shall be charged in Eastern Middle European traffic in the same way as in other traffics, if the transport is interrupted for 24 hours at the minimum. Free loading-/unloading -time is counted from the moment the documents of truck arriving during open hours of customs, are handed in and up to the moment loading / unloading of the truck is completed, provided that the driver has received the transport and customs documents duly completed / issued.





### **9.3 Temperature surcharge**

Transportation and rates of temperature sensitive goods to be agreed separately with DHL Thermo Department.

### **9.4 DAD –supervision**

With the exception of CIS and Eastern Middle European traffic, DHL can - based on separate assignment - take on the supervision or intermediate assignment to deliver goods against copy of receipt of payment of commercial invoice. In such case the Assignor giving such separate assignment will be charged 1,5 % of the value of the supervised interest, however not less than EUR 52,- / assignment and not more than EUR 162,- / assignment.

### **9.5 Registration fee**

EUR 35,- / shipment (shipments of non-EU origin only).

### **9.6 Reporting to customs EUR 44,- EUR / shipment (shipments of non-EU origin only).**

### **9.7 Surcharges for dangerous goods, fuel and currency fluctuations**

Surcharges to be charged separately according to pricelist prevailing at the time of shipment.

### **9.8 Port dues and other official fees / charges of official nature**

To be charged separately according to pricelist prevailing at the time of shipment.

### **9.9 Special licenses and escorting fees**

Overweight-, over length, over height, over width and escort fees or other comparable special costs will be charged separately.

Customs clearance (export or import at place of departure or at destination) is not included into the transport assignment but requires separate assignment to forwarder. Customs clearance will be charged according to pricelist prevailing at the time of shipment.

### **9.10 Customs guarantee fee**

Financing fee / Customs guarantee fee is charged separately. The chargeable fee is calculated from the amount of tax/duties to be levied on the shipment. The fee is charged also in regard of temporary import.

### **9.11 Delayed payment and collection costs**

For delayed payment we will charge a fixed delayed payment compensation in accordance to the article 10 e of the Finnish Act on Debt Collection (perintälaki) and an interest of 16 % p.a. Collection costs exceeding the fixed delayed payment compensation are charged separately.

### **9.12 Other additional fees**

Other additional service tariffs are defined in additional service tariff. In case no price is set for a service DHL will charge the costs incurred to DHL or its subcontractors for provision of such service.