

# GENERAL TERMS AND CONDITIONS OF SALE DHLEXPRESS

Version April 1st, 2017



## ARTICLE 1 – PURPOSE AND SCOPE OF APPLICATION

The purpose of these General Terms and Conditions of Sale is to establish the terms for the provision by DHL International Express (France) SAS, hereinafter designated as “DHL”, in any capacity whatsoever (forwarding agent, warehouse keeper, broker, handler, customs provider or agent or otherwise, customs broker, carrier, etc.), of services entrusted to this latter (The Transport Operation and/or any other services, in particular Logistic Operations).

Any service thus entrusted to DHL implies acceptance without reserve by the Instructing Party of the present DHL EXPRESS General Terms and Conditions of Sale, as well as DHL EXPRESS General Terms and Conditions of Transport, DHL EXPRESS Money-Back Guarantee Terms and Conditions and when appropriate the Specific Terms and Conditions applicable to the service in question hereinafter jointly referred to as the “DHL EXPRESS’ Contractual Terms and Conditions”. The Instructing Party explicitly waives the benefit of its own general terms and conditions of purchase.

Any contradiction or variance between these documents will be settled according to the following order of priority:

- As appropriate, the Specific Terms and Conditions applicable to the service in question
- DHL EXPRESS Money-Back Guarantee Terms and Conditions
- DHL EXPRESS General Terms and Conditions of Transport
- DHL EXPRESS General Terms and Conditions of Sale

DHL EXPRESS Contractual Terms and Conditions can be changed at any time by DHL. DHL EXPRESS Contractual Terms and Conditions applicable to the services provided by DHL are those in effect at the time of the achievement of the said services.

DHL EXPRESS’ Contractual Terms and Conditions in effect are available upon request from the Customer Service or on DHL’s website ([www.dhl.fr](http://www.dhl.fr)).

Contractual relations are governed by the DHL EXPRESS’ Contractual Terms and Conditions listed above in effect at the time of the achievement of the services, without prejudice to application of Standard Contracts in the case of national road transport, of the Geneva Convention, known as CMR in the case of international road transport, of the Warsaw or Montreal Conventions in the case of air transport and of the Brussels Convention of 1924 as amended by the 1968 Protocol “the Hague-Visby Rules” in the case of transport by sea, as well as any amendments which may be made to them.

## ARTICLE 2 - DEFINITIONS

**Document :** A document or a set of document constituting a unit charge of less than 2 kilograms.

**Instructing Party:** The client (sender, third party, loader or other) contracting with DHL.

**Consignment:** Pieces, document, all Pieces and/or documents effectively submitted to DHL at the same time, for which transport is requested by the same Instructing Party for the same consignee from a single loading location to a single unloading location and covered by the same transport contract.

**Piece:** An object or material package comprising several objects, packaged regardless of the nature, the weight, dimensions and volume, representing a single load when submitted to DHL, packaged by the sender before submission, even if the content is detailed in the transport contract.

**Transport Operator:** Company performed Transport Operations, in any capacity whatsoever (forwarding agent, warehouse keeper, broker, handler, customs provider or agent or otherwise, customs broker, carrier, etc.).

**Logistics Operator:** Company performing Logistics Operations.

**Transport Operations:** Services related to the caring out and/or the organization and the management of Consignments from and to all destinations.

**Logistics Operations:** Services of all kinds provided by DHL which are intended for acceptance, inspection, storage, preparation, packaging, organisation of transport and distribution of goods.

**Customs Operations:** All customs formalities carried out by DHL in order to import and export a Consignment.

## ARTICLE 3 - OBLIGATIONS OF THE INSTRUCTING PARTY

### 3.1 Payment

The Instructing Party undertakes to pay the Transport Operations and/or the Logistics Operations, as well as other possible services provided by DHL, in application of the conditions given to the previous DHL EXPRESS’ Terms and Conditions of sale.

### 3.2 Conditioning, packaging, marking, labelling

For Transport Operations, the Consignment must be submitted by the Instructing Party already conditioned, packaged, marked and labelled, so that they can withstand the Transport Operations and in general all operation to be performed and be delivered to the consignee under normal conditions.

For Logistics Operations, the goods must be submitted by the Instructing Party already conditioned, packaged, marked and labelled, so that they can withstand the operations to be performed under normal conditions

The goods should not be a cause of danger for the drivers or the handling personal, the environment, the security of the cargo, the other transported or stored goods, the vehicles or for the third parties

The Instructing Party takes sole responsibility for the choice of conditioning and its adequacy to bear the transport and the handling.

In case of the Instructing Party entrusts goods in breach of the aforesaid specifications to DHL, those will travel at the own risk of the Instructing Party under disclaims of any responsibility of DHL. The Instructing Party will be held solely responsible for the damages of any kind caused by the goods without any recourse against DHL.

Every Consignment, object or load unit must be clearly marked so that the following information can be quickly and unequivocally identified: the shipper, the destination, the consignee, the place of delivery and the nature of the goods. The information on the label should correspond to those on the transport contract.

The Instructing Party takes responsibility for all consequences of absence, insufficiency or defects in the conditioning, packaging, marking and/or labelling.

### 3.3 Declaration obligations

The Instructing Party guarantees that the nature and characteristics of the transported goods as well as other information related to those goods and their use, given by him or its representatives are accurate and complete.

The Instructing Party responds to any failure to fulfil the obligation of information and declaration regarding the nature and characteristics of the goods, in particular those hidden because of their value and/or the desires that they are likely to rise to, their dangerous nature and their fragility.

The Instructing Party shall solely bear the consequences resulting from declarations or supporting documents that are false, erroneous, incomplete, inapplicable or lately submitted, including the necessary information for the transmission of any summary declaration required by the customs legislation, in particular for the goods transported from or to third party countries.

### 3.4 Deliveries not accepted

The Instructing Party explicitly guarantees that she will not deliver to DHL illegal or prohibited goods.

The Instructing Party must not carry out Consignments considered as unacceptable to DHL. The unacceptable Consignments are described in DHL EXPRESS’ Terms and Conditions of Transport.

### 3.5 Customs Formalities

If Customs Operation must be carried out, the Instructing Party guarantees the customs broker for any financial consequences arising from erroneous instructions, inapplicable documents, etc. leading generally to the assessment of the duties, additional taxes, fines etc. from the relevant authority.

In case of clearance of goods benefiting from preferential treatment concluded or accepted by the European Union, the Instructing Party should guarantee to have undertaken any enquiries required by the disposals of the Community Customs Code to ensure that all the preferential treatment conditions have been respected.

The Instructing Party must, upon request of DHL aiming at ensuring, within the prescribed time limit, deliver to the latter any information required by the customs legislation.

The non-provision of this information in the deadline aims at making the Instructing Party liable for all prejudicial consequences of breach in event of delay, additional taxes, damages etc.

However, as goods quality and/or technical standardisation rules fall under the sole responsibility of the Instructing Party, the latter must provide DHL with all documents (test, certificate, etc.) required by the legislation for their circulation.

## 3.6 Consignments Volumes

Without prejudice to application of article 8.1, the Instructing Party undertakes to inform DHL at least 3 (three) months in advance in case of significant variation of consignments volumes entrusted to DHL and not related to the economic context.

## ARTICLE 4 – DELIVERY

The delivery is made in the hands of the consignee indicated on the transport contract as soon as he has signed it. The DHL’s General Terms and Conditions of transport have listed cases where the delivery is unavailable.

### Refusal or absence of the consignee

If the Consignment is refused by the consignee or in the absence of the consignee for any reason whatsoever, all initial and additional costs will be payable by the Instructing Party.

Consignment which, owing to the consignee, cannot be delivered within 24 hours of their arrival at the destination city shall remain in DHL warehouses (or those of its sub-contractors) at the expense and risk of the Instructing Party. DHL reserves the right to invoice the waiting time and its consequences, in case of immobilisation of the vehicle and its crew beyond the usual deadline.

## ARTICLE 5 – RIGHT OF INSPECTION

For security and/or control reasons, the Instructing Party expressly recognizes that DHL or any public authority may open and inspect any Consignment without prior warning to the Instructing Party.

Any damages (delay, Piece refused by the consignee, etc.) likely caused by such control will not give rise to anyone to any indemnity from DHL.

## ARTICLE 6 – CUSTOMS CLEARANCE

When customs formalities must be fulfilled, DHL acts in its capacity as certified customs broker activity in the name of and on behalf of the Instructing Party, in conformity with Article 5 of the Community Customs Code.

## ARTICLE 7 – WEIGHT OF CONSIGNMENTS

DHL reserves the right to check the weight specified by the Instructing Party and correct any weight error by applying the following rules:

The weight taken into account for Consignments (rounded up to the closest point) will be the higher of the two following weights:

- The actual weight as determined in the various DHL service centres via re-weighing, being understand that the using scales comply with the applicable regulations in terms of weight and measurements, or volumetric weight, that the rules for calculating volumetric weight depend on the transport service used.
- They are available upon simple request from the Customer Service Department or on DHL’s website.

## ARTICLE 8 – TARIFFS

### 8.1 Prices

Prices are calculated by applying the pricing in force on the date the Consignment is submitted.

Prices do not include any duties, taxes, fees or charges due in application of any regulation, in particular tax or customs regulations (such as excise tax or import duties, etc.), which are invoicing in addition where required.

In the context of operations subjected to the French value added taxes (VAT), the prices will be increasing according to the corresponding tax amount.

In the case of the French VAT is not mentioned on the original invoice, DHL will give to the Instructing Party a correcting invoice mentioning an overprice corresponding to the tax amount. This latter will pay the corresponding amount of VAT.

Price conditions are available upon simple request from the Customer Service or on DHL’s website.

Any changes of the Transport Operation, in particular any change of itinerary, any immobilisation of vehicle and/or its crew, not attributable to DHL could lead to a readjustment of the price conditions applicable to Transport Operation. Depending on the service chosen, the prices applied to the Instructing Party may be determined based on a volume of services defined by the Instructing Party.

It is understood that, in the event that this volume is not achieved during three (3) consecutive months, DHL should have the right to unilaterally revise prices according to actual Consignment volume.

### 8.2 Review

Prices relating to services may be reviewed at any time by DHL.

The frequency and terms for calculating this review are available upon simple request from the Customer Service Department.

### 8.3 Customs clearance

The amount of duties and taxes related to imports is calculated according to the regulations in force.

To cover its costs (advance for customs and administrative handling), DHL will invoice in addition of the duties and taxes applicable a flat rate subject of the VAT according to applicable local rules.

### 8.4 Export Declaration

DHL reminds the Instructing Party that for any import of goods from third countries within the territory of the European Community, the sender of the goods is legally required to proceed to an Export Declaration.

In case where this Export Declaration is not made by the sender DHL could, in the interest of the Instructing Party, replace the sender to establish this Export Declaration.

The costs resulting from the establishment of this Export Declaration are based on several criteria such as in particular the kind of goods, its value and the origin country.

The Instructing Party expressly agrees that all costs incurred or suffered by DHL due to the establishment of the Export Declaration are directly charges to him and subject to VAT according to the applicable rules.

## ARTICLE 9 – PAYMENT CONDITIONS

### 9.1 Billing frequency

Unless contrary provisions are given in the Specific Terms and Conditions applicable to the service in question, DHL invoices the services on a weekly basis.

### 9.2 Payment Deadline

The invoices for transport services are payable within 30 days from the invoice issue date.

By way of derogation from the foregoing provisions, the Instructing Party undertakes to pay the amount of the duties and taxes corresponding to such import that DHL has advanced on their behalf to the Department of Customs, upon reception of the invoice.

Except payment conditions established by common agreement, invoices for Logistics Operations are payable within 30 days from the invoice issue date.

The Instructing Party is always responsible for payment.

Payment is due at the end of the above-mentioned payment period and the Instructing Party may not delay due to a prior request for information or documents of any kind whatsoever (proof of delivery, etc.).

At the agreed due date, any partial payment will be initially charged against the non-privileged part of the credits.

### 9.3 Online payment by bank card

For the online bank card payment service, transport services are payable immediately.

Payment is made at the time of the order, via transmission of the Instructing Party’s bank card number using a secured payment system (Visa, MasterCard, American Express and Carte Bleue are accepted)..

### 9.4 Late payment or non-payment

In case of irregular payment, incomplete or inexistent, payment by the Instructing Party’s fault, the resulting costs will be payable by this latter, and a civil and/or criminal lawsuit may be brought against the Client.

Pursuant to article L. 441-6 of the French Commercial Code, late payment penalties as well as a fixed compensation for recovery costs of the amount of 40 Euros (forty Euros) are due the day following the payment date stated on the above-mentioned invoice, in the event that the amounts due are paid after this date, and this without the necessity of a reminder without prejudice to damages and other expenses that DHL has the right to claim.

The late payment penalties will be claimed by DHL at the rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

DHL International Express (France) SAS General Terms and Conditions of sales.

Version of April 1st, 2017

For translation purpose only – French version of the present General Terms and Conditions of sales shall prevail.

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## 9.5 Lack of compensation

The parties agree that their mutual receivables and debts resulting from the fulfilment of the services cannot be compensated solely on the initiative of one of the parties.

## 9.6 Conventional lien

The Instructing Party explicitly recognises that DHL has a conventional lien including a possessory and general permanent preference lien on all goods, assets and documents in DHL's possession, guaranteeing the total receivables (invoices, interest, costs incurred, etc.) that DHL holds against it, even prior to or foreign to operations performed relating to the said goods, assets or documents.

## 9.7 Disputed invoice

Under penalty of foreclosure, any disputed invoice must be notified to DHL by registered letter with acknowledgement of receipt, within 30 days following its date of issue.

All complaints relative to any losses, damages shall be ruled in accordance with paragraph 11.5 of the present DHL EXPRESS General Terms and Conditions of sale.

## 9.8 Electronic billing: DHL e-Billing

The Instructing Party explicitly authorises DHL to issue its invoices by e-mail for all DHL services that meet the eligibility conditions of the DHL e-Billing service.

Each invoice, once issued, can be accessed at any time on DHL's website in the "Plus Services" section after authentication of the Instructing Party. The Instructing Party must specify the e-mail address at which it wishes to receive the invoices. The Instructing Party certifies the veracity and accuracy of the information given when registering for the DHL e-Billing service. It promises to inform DHL of any e-mail address change.

The Instructing Party will be free to view, download and/or print its invoices. The DHL e-Billing service is free of charge (excluding cost of Internet connection). The Instructing Party no longer receives a paper copy of the invoice by regular mail.

The invoice is available on the Instructing Party's account for a period of twelve (12) months, except if this right is waived. If the Instructing Party wishes to keep its invoices for a longer period it can archive them on any medium. The Instructing Party can cancel the DHL e-Billing service on written request by registered letter with acknowledgement of receipt. In this case, the Instructing Party will receive a paper copy of the invoice by regular mail by paying an additional fee per invoice.

## ARTICLE 10 – DURATION

Except any provisions to the contrary provided by the Specific Terms and Conditions applicable to the considered services, all contractual relations between DHL and the Instructing Party have an undetermined duration.

In the aftermath, either party may terminate the contract by registered letter with acknowledgement of receipt adhering to the minimal notice period of

- One (1) month when the time elapsed since the date of commencement of the Contract is under six (6) months.
- Two (2) months when the time elapsed since the date of commencement of the Contract is between six (6) and twelve (12) months.
- Three (3) months when the time elapsed since the date of commencement of the Contract is between twelve (12) and twenty-four (24) months.

When the duration of the contractual relationship is exceeding twenty-four (24) months, the minimal notice period is increased of one month per year of ongoing relationship beyond a period of twenty-four (24) months, but without exceeding twelve (12) months.

During this notice period, the Instructing Party must maintain a volume of Consignments identical to that of the twelve (12) months preceding the notice.

If the Instructing Party is in breach of its obligations during the notice period or the notice obligations are not observed, DHL shall have the right to compensation equal to the amount of the total invoices that DHL would have received until the end of the notice period.

DHL may terminate the contractual relation with immediate effect and without indemnity if the Instructing Party does not use its account within six (6) months.

## ARTICLE 11 – LIABILITY

DHL in whatever capacity shall be held liable for the only justified direct prejudices.

The notion of justified direct loss excludes particularly the compensation for the loss of opportunity, the loss of exploitation, production, benefit, incomes and profits.

### 11.1 Transport Operations

DHL's liability as Transport Operator is determined in accordance with DHL EXPRESS General Terms and Conditions of Transport.

#### Specific Conditions for the "DHL Express Easy" offer

Notwithstanding the foregoing, when the Instructing Party makes a Consignment via DHL's «Express Easy» offer, the conditions of compensation hereinafter mentioned are applicable instead of the conditions of compensation provided in the DHL EXPRESS General Terms and Conditions of Transport.

#### - In case of shipment of document (EU and non-UE) and shipment of Piece in UE:

In case of loss or damage rendering the document unsuitable for its use or in case of loss or damage caused to the Piece, a compensation of four hundred (400) Euros will be paid by DHL regardless of the value of the content transported. This full and final compensation does not apply to delays, damages and/or losses due to circumstances beyond the control of DHL as provided by the DHL Express General Conditions of Transport.

#### - In case of shipment of non-UE Piece:

In case of loss or damage caused to the Piece, a compensation based on the declared customs value and transportation costs but up to a maximum total value of two thousand (2000) Euros will be paid by DHL. This compensation does not apply to delays, damages and/or losses due to the fault of the Instructing Party, the vice of the Shipment, insufficient packaging which constitutes, without limitation, exemption of liability for DHL.

In all cases, DHL in whatever capacity shall be held liable for the only justified direct prejudices.

The notion of justified direct loss excludes particularly the compensation for the loss of opportunity, the loss of exploitation, production, benefit, incomes and profits.

### 11.2 Late delivery

Unless contrary provisions are given in the DHL EXPRESS' Specific Terms and Conditions of repayment, delivery times are given for information only. As a result, no compensation for late delivery is payable by DHL.

### 11.3 Customs Operations

DHL's liability for claims resulting of Customs Operations performed by DHL is limited to the lower of the following amount: one hundred (100) Euros per Customs Operation or the amount of fees paid to DHL for the Customs Operations.

If DHL's liability in execution of Customs Operations is resulting of a series of repeated errors and/or omissions or established as a result of original error and/or omission, she is limited to an aggregate amount of 75 000 DTS per calendar year beginning at the time of the first error and/or omission has been made.

### 11.4 Logistics Operations

Unless contrary provisions are given in the Specific Terms and Conditions of the services in question, DHL's liability as Logistics Operator is determined according to the following rules:

#### - Losses and damage

For all damages to goods that can be attributed to Logistics Operations due to losses and damage and for all resulting consequences, DHL's liability is limited to **14 euros** per kilo of gross weight of missing or damaged goods, regardless of the weight, volume, dimensions, nature or value of the goods in question, not to exceed an amount greater than the product of the gross weight of the goods expressed in tonnes multiplied by **2,300 euros** with a maximum of **50,000 euros** per event.

#### - Other damages

For all other damages resulting from a breach in the fulfilment of the Logistics Operation, DHL's liability is strictly limited to the price of the Operation involved in the damage, not to exceed a maximum of **50,000 euros** per event.

## 11.5 Admissibility of claims

In the event of loss, damage or any other deterioration suffered by the goods, or in the event of delay, it is up to the consignee or receiving clerk to make all the necessary provisions and in general perform all actions needed to preserve the right to recourse within the statutory time limit applicable to the service in question.

For Transport Operations, under penalty of foreclosure all claims must be made in writing and submitted to DHL within the deadline set by the DHL EXPRESS Terms and Conditions of Transport and for claims relating to late delivery within the deadline set by the DHL EXPRESS Money-Back Guarantee Terms and Conditions

For the other services, in particular Logistics Operations, under penalty of foreclosure, all claims must be made in writing and submitted to DHL within the deadline set by the Specific Terms and Conditions applicable to the service in question or if no claim deadline provision is given in the Specific Terms and Conditions applicable to the service in question, according to regulations applicable to the service in question.

## ARTICLE 12 – "AD VALOREM" INSURANCE

**12.1** No insurance is given without a written order that must be repeated for each consignment. Both senders and consignees are deemed to be familiar with and to accept the conditions of the policy.

**12.2** Instructing Parties wishing to insure against special risks are asked to specify the risks to be covered according to the type of goods (such as breakage, leakage, deformation, rust, oxidation, theft and disappearance, delay at destination, etc.). If this indication is not given, the insurance will cover major transport risks (e.g.: traffic accidents for land transport or "free from particular average except" events for sea transport, etc.).

**12.3** No claim shall be admitted without presentation of a valid damage or loss report certificate issued by the insurance agent indicated (or by the relevant authorities) and without justification of the actions needed to preserve the right to recourse. The insurance benefit will not be paid until it has been collected from the Insurance companies by DHL.

**12.4** The Instructing Party which covers transport risks itself must specify to its insurers that they can exercise a right to recourse against DHL only within the limits specified in the DHL EXPRESS' Contractual Terms and Conditions.

## ARTICLE 13 – SPECIFIC TERMS AND CONDITIONS FOR LOGISTICS OPERATIONS

### 13.1 Property Insurance – Waives the right to institute proceedings

The Instructing Party shall insure against all risk of damages like fire, explosion, lightning, storm, water damage, electricity damage, theft etc, the articles, goods, objects, materials (i) entrusted to DHL and disposed and/or stored in any local where DHL operates and/or (ii) made available to DHL for the execution of the services.

In any case, the Instructing Party expressly waives the right to institute any proceedings against DHL from the very first euro if one of these risks is completed and for all any resulting consequences. The Instructing Party undertakes to obtain from its insurers the same waiver.

### 13.2 Inventory difference

The stock difference is measured by comparing the values obtained during physical inventories and those given by the computerised stock management system managed by DHL at the same dates.

A final calculation of measurement of stock difference will be performed at the end of each calendar year based on comparisons made during inventories.

Missing stock not offset by excess stock at physical inventories as well as warehouse breakage may lead to compensation being paid by DHL for their value in "average weighted price", minus a wastage amount of 2%.

It is specified that these compensations for stock difference and the compensation related to all damages to goods that can be attributed to Logistics Operations due to losses and damage mentioned in article 11.4 are given as alternatives and cannot both be applied to the same goods. The lower of the compensation values shall be applied.

### 13.3 Termination by the Instructing Party

Unless contrary provisions are given in the Specific Terms and Conditions applicable to the service in question, if relations are terminated by the Instructing Party without observing the notice provided in the article 10 and without any breach on the part of DHL, DHL shall have the right to the following compensation, notwithstanding specific conditions:

- If DHL has provided Logistics Operations for at least one year, the compensation will be equal to the billing for six (6) full months of Logistics Operations, calculated based on the monthly average of the last year of operation.

- If DHL has provided Logistics Operations for less than one year, the compensation will be equal to the billing for six (6) full months of Logistics Operations, calculated based on the highest monthly invoice.

This compensation must be paid immediately by the Instructing Party.

### 13.4 Restoration

If contractual relations are terminated, for any reason whatsoever, and provided all amounts due have been paid, DHL will return to the Instructing Party all goods submitted by the Instructing Party for the Logistics Operations entrusted to DHL.

After removal of these items, the Instructing Party may not make any claim regarding the Logistics Operations provided by DHL.

The departure of the Instructing Party must be formalised by a report which will signify that all affairs are settled between the Parties.

## ARTICLE 14 – TERMINATION AND NON-VALIDITY

If any of the clauses of these DHL EXPRESS' Contractual Terms and Conditions should be declared void or unwritten, all other clauses would continue to apply.

## ARTICLE 15 – LAW AND JURISDICTION

The French law is applicable.

**In the event of disputes arising from the occasion of contractual relations or in the event of a dispute of any kind whatsoever, even in the case of introduction of third parties or multiple defendants, jurisdiction shall be considered to be the Paris Commercial Court.**

## ARTICLE 16 – DATA PROTECTION

Information concerning the Instructing Party and contained in DHL's files is communicated only to services and organisations that are explicitly authorised to receive it. The Instructing Party may request that it be communicated to DHL International Express (France) SAS' head office. French law 78-17 of January 6th, 1978 as amended by the Law No. 2004-801 of August 6th, 2004 on data protection applies. It grants the right to access, to change, correct and delete information concerning the Instructing Party.

**The following DHL International Express (France) SAS General Terms and Conditions replace the previous Terms and Conditions and come into force on April 1st, 2017.**

DHL International Express (France) SAS General Terms and Conditions of sales.

Version of April 1st, 2017

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Deutsche Post DHL Group

Siège Social  
DHL International Express (France) SAS  
Immeuble Le Mermoz - 53 Avenue Jean Jaures  
CS 80014  
93351 LE BOURGET CEDEX

S.A.S au capital de 19347 230 €  
RCS Bobigny 494 956 774  
No. TVA FR 57 494 956 774  
www.dhl.fr

Service Clients (Client Professionnel) :

0825 10 00 80 Service 0,18 € TTC / min + prix appel

Service Clients (Client Particulier) :

0809 400 213 Service gratuit + prix appel