

DHL Global Forwarding's Commercial Conditions



General –

All services of DHL Global Forwarding are offered and transacted under (1) the Standard Trading Terms and Conditions as defined below and, where issued and/or the DHL Global Forwarding's House Air Waybill ("DHL Transport Document (s)") all of which exclude or limit the liability of DHL Global Forwarding in certain circumstances. Where a DHL Transport Document is issued, the terms and conditions contained or evidenced in such DHL Transport Document shall, in so far as these are inconsistent with the Standard Trading Terms and Conditions, be paramount and govern the services in respect of which the DHL Transport Document is issued. Copies of the DHL Transport Document(s) for air and ocean freight services are attached (see separate tabs).

For services provided where no DHL Transport Document is issued, these services shall be governed by the applicable transport convention or the terms of the relevant national freight forwarders' association or national law, in absence of which, the British International Freight Association Standard Trading Conditions (2005A Edition) will apply.

Customer is responsible for compliance with all legal requirements concerning the timeliness, completeness and accuracy of shipment information. Customer recognizes that the provision of late, incomplete or incorrect information may have serious effects, such as delays to shipments, denied or delayed permission to enter the harbour or unload ships and the imposition of heavy fines by governmental or regulatory authorities (e.g. fines exceeding USD 10,000 are possible under the latest US rules). Customer agrees to indemnify DHL Global Forwarding for any and all fines, penalties, losses, costs and damages it may incur or suffer, and all fines, penalties, losses, costs and damages a third party (such as another DHL Global Forwarding shipper) may incur or suffer, which arise from or are caused by late, incomplete or inaccurate information provided by Customer.

All customs brokerage services of DHL Global Forwarding are offered and transacted under the DHL Standard Trading Terms and Conditions. DHL Global Forwarding's liability howsoever arising is limited to USD 50 or the amount of fees paid for that service whichever is less. The maximum annual aggregate liability of DHL Global Forwarding to the Customer under these GT&C whether in contract, tort (including negligence) or otherwise, howsoever arising, shall not exceed 25 (twenty five) percent of all the total charges paid to DHL Global Forwarding by Customer providing the relevant Services in the relevant country in the contract year in which the error, omission or other event occurred. The Customer confirms that the provision of the service by DHL Global Forwarding will not constitute a breach by the Customer or DHL Global Forwarding of any sanction, embargo, or export control laws imposed by any government or other competent authority ("Sanctions") which apply to Customer or DHL Global Forwarding.

Each party shall act in accordance with applicable laws and regulations and 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

The rates contained in the RFQ reflect the lanes requested by Customer. Should additional lanes be requested post-bid, DHL Global Forwarding will address those at the time of the request, using the same pricing methodology as was used during the RFQ. Should DHL Global Forwarding move the freight before a rate is added to the contract as a service to Customer, it is expected that payment will be made for those shipments. The lanes and pricing may not be substituted without prior approval by DHL Global Forwarding.

Any indicated transit time information is sourced from the underlying carriers and are estimates only.

Transit times are based on carriers of DHL Global Forwarding's choice and may vary depending on conditions at time of shipment. Transit times listed do not include the time to clear the goods through Customs (subject to mutual agreement of service levels). Clearance timelines and KPI's however would be agreed separately via service level agreement effected at the country level, which could include but are not limited to pre-clearance performance, time a shipment spends in customs after arrival to its final release. For FCL services, origin cut-off time and/or destination release time is not included in our transit times, unless otherwise specified.

Services are offered under the DHL Global Forwarding brand, with underlying carriers and any other subcontractors being chosen at DHL Global Forwarding's and/or Danmar Line's discretion and choice, unless otherwise and explicitly agreed.

If specific carrier names or flight details / matrix were provided, it is for indicative purposes only. Pricing is based on DHL Global Forwarding's service offerings and DHL Global Forwarding reserves the right to use the carriers of its choice.

Rates do not include duties, VAT or equivalent local sales or service tax, cargo insurance, extended liability beyond DHL Global Forwarding's Standard Terms and Conditions or 'shipment/warehouse value protection', programming or other information services. Such services are available upon request at an additional cost.

Rates cover standard operations during official office hours as per country regulations. Shall services outside of official office hours be required, additional cost may apply.

The offer validity of DHL Global Forwarding's rates in the proposal is 30 days; if exceeded, DHL Global Forwarding reserves the right to review the rates. Contractual rate validity is agreed separately.

DHL Global Forwarding has the right to terminate the contract between Customer and DHL Global Forwarding without cause, upon giving the Customer 30 days advance written notice, and DHL Global Forwarding will not assume any liability towards Customer as a result of such termination.

Rates quoted are based on the volumes as provided in the RFQ documentation, any major increase or decrease over this may result in the additional volumes moving at market level rates.

All rates and services offered are subject to space and equipment availability, unhindered methods and routes of transportation.

Rates do not apply for oversized freight, as applicable to the mode of transport. In case of oversized fines the shipper/consignee will be the responsible to assume them.

Rates do not apply for overweight freight, as applicable to the mode of transport. In case of overweight fines the shipper/consignee will be the responsible to assume them.

Rates for temperature controlled shipments do not include any additional liability for cargo damage beyond the amounts provided for in DHL Global Forwarding's Standard Conditions, house air waybill or Danmar bill of lading terms applicable to such shipments.

Rates are based on regular service requirements and do not account for any specific service level agreements unless previously agreed. Shipments that are subject to service level agreements may result in higher rates. For any Performance Measurements, Exception Management and Quality Improvement Initiatives, Programs or agreements are subject to mutual agreement by both parties.

Rates have been quoted as Port-to-Port, Port-to-Door, etc. Unless specifically mentioned certain origin or destination charges may not have been included. Unless specifically mentioned (sur)charges related to emergency surcharges, port congestion, rail embargoes, intermodal delivery, dangerous goods, hazardous materials, high value goods, or perishables are not included.

In the event additional charges apply that are not part of the shipping terms and not specifically mentioned, DHL Global Forwarding reserves the right to charge these to Customer.

Pick-up/Delivery rates include fuel surcharge, however, extreme fuel price fluctuations could require pickup and/or delivery rates to be adjusted.

Rates exclude the following "special" services/fees: 3rd Party Billing Fees, Storage, Detention/Demurrage, Special Handling, Tolls, Insurance, Security Escort, Special Documentation, Special Equipment, Special Events (fairs, exhibitions, etc.), Labeling, Inspection, Loading/Unloading onsite, loading/unloading by shipper/consignee in excess of 2 hours free time (additional fees will be charged after free time as per local tariff), container drop off with additional round trips, shipment in transit, live animal, personal effects, human remains, radioactive material, OAG shipment, Labor Fees, Forklift Fees, Quarantine, Fumigation, X-Ray (also note that in case parcels cannot be scanned by X Ray due to opacity, oversize, dimensions etc., a supplementary fee will be applied), Delivery Order Fee, Special Licenses/Permits, Courier Services or any other 3rd Party Fees, special berth charges at ports. These services/fees, if applicable, will be charged at cost at the time of the shipment.

If applicable, a pharma inspection fee will be charged.

Customs Clearance pricing, if quoted, is for standard clearance services unless otherwise specified. The rate is only applicable for shipments up to 3 line items. If any additional entry line beyond 3, an additional entry line fee will be applicable for each additional line. Additional accessories may also apply for additional classifications, invoices, Customs inspections, temporary import, re-export, transportation under bond, etc. Duties and taxes paid by DHL Global Forwarding shall be reimbursed by customer within 7 days from invoice date. If DHL Global Forwarding is not the appointed Customs Broker, a document turnover fee may apply.

Additional charges would apply for services like, but not limited to, OGA (Other Governmental Agencies) clearances, license procurement, Special Import Permits etc.

All Statutory charges e.g. Custodian, Airline, Freight Forwarder, EDI, Escort Fee, MOT / COT (Customs / Merchant over time) would be as per the receipt.

If shipments are collect, a collect surcharge may apply.

Invoices shall be payable within 15 days from the invoice date. If any sum is not paid by the due date, for reasons other than a bona fide invoice dispute, DHL Global Forwarding shall, without prejudice to any other right or remedy, be automatically entitled (i) to require the payment in advance for any shipments or to suspend the provision of services and (ii) to charge interest at the legal interest rate in the country of payment or failing such legal rate, at the annual rate of the European Central Bank plus 7% calculated monthly and accrued daily to the balance outstanding and overdue.

Delivery method of invoice will be by way of EDI or hard copy and will be distributed as per invoicing instructions to either the customer or its appointed freight payment company. Typical documents to be included in billing packet are Invoice + B/L + Commercial Invoice. Summary billing is highly dependent on capabilities of each country and product involved and requires prior DHL Global Forwarding approval.

For billing purpose at time of invoicing and thus applied for rates or other charges that are based on a currency other than the local billing currency, such rates and charges will be subject to currency conversions based on the daily exchange rate published by Reuters at time of invoicing. For collect shipments originating in a currency other than the local destination billing currency, DHL Global Forwarding will convert to the destination currency based on our DHL Global Forwarding daily exchange rates published by Reuters in place at the time of invoicing, unless specifically agreed exchange rates are in place prior to shipment.

As an exception, currency conversions related to US inbound collect shipments will be based on the exchange rate published by the Wall Street Journal each Tuesday morning.

A currency uplift fee may be applied to protect DHL from currency exchange rate fluctuations.

Local charges are subject to adjustments due to inflation or currency devaluation; if upward variation is higher than 10% in a period of three months, DHL is entitled to adjust local charges in same proportion without advance notification.

Any additional governmental or regulatory organization practices, surcharges, procedures or regulations which result in increased cost to DHL Global Forwarding will be passed on proportionately to the Customer.

Airfreight –

Rule Changes: The rates are based on the current regulations, rules, procedures, and requirements in place at the time quoted. DHL Global Forwarding may request rate adjustments in the event of any changes in laws, regulations, procedures, rules, or requirements beyond DHL Global Forwarding's control that increase the cost or risk to DHL Global Forwarding of providing the services including but not limited to levies imposed by airline security, fuel and/or industry regulators.

Back-to-Back service will be offered upon specific request by the Customer or as the Customer's transit time expectations require.

For a Back-to-Back service the DHL Global Forwarding Standard Back-to-Back policy will apply and special handling fees will be applicable on a shipment level.

Shipments requiring Back-to-Back movement by nature, such as PER, DGD, DTC, among others, will still be priced and handled as such and will be exempted as per the DHL Global Forwarding Standard Back-to-Back policy.

Should a Back-to-Back service be requested for lanes not quoted as Back-to-Back after official award by the customer or on traffic previously contracted, additional charges may apply.

Air freight dimensional Weight Rule: One pound for every 166 cubic inches of volume or fraction thereof. (1 kilogram to 366 cubic inches or 1 kg to 6000 ccm)

Rates are not applicable to upper deck cargo, unless specified otherwise in DHL Global Forwarding's offer.

All rates are subject to certain minimum shipment charges, except where DHL Global Forwarding has formally agreed to waive such charges.

In compliance with IATA guidelines (Perishable Cargo Regulation, Chapter 17 / Temperature Control Regulation, latest version), temperature sensitive life sciences and healthcare shipments requiring temperature controlled transportation must be booked as such.

Shipments with general cargo bookings will be handled as such by DHL Global Forwarding and the airline, with no temperature controlled storage in transit or at destination, including in case of flight delay or delay in delivery; and DHL Global Forwarding will have no liability for any temperature related claims.

DHL Global Forwarding will honor our Customers' cargo shipments based on the "6/20" rule on lanes from Asia-Pacific Region (incl. China, Hong Kong and Taiwan) during peak periods (mid-September through Dec 31). Under this rule DHL Global Forwarding honors existing rates up to a volume of 120% of a customer's monthly average volume shipped with us, based upon the last 6 months of trading period with us or pre-agreed volume forecast. Beyond this level for unexpected or unplanned volumes market rates will apply. In the event this cannot be agreed, DHL Global Forwarding holds the right to apply extended transit times.

Rates quoted are based on current market conditions and may be subject to future GRI. These are applicable for both Air and Ocean shipments and are market driven. Due to the volatility of the current financial market DHL Global Forwarding cannot forecast these at this time.

Rates are based on known shipper/consignor status as defined by the local authority/regulatory body (United States Transportation Security Administration, Transport Canada, etc.).

Shippers within Europe must be certified by their national authority as a Known Consignor after March 25th, 2013. If shipper/consignor is not certified as a Known Consignor, then aviation security checks have to be carried out for all shipments and charges for this service will apply.

For traffic originating from North America DHL Global Forwarding will apply the standard DHL Global Forwarding North America Blended Fuel Surcharge. DHL Global Forwarding periodically publishes its fuel surcharges. For most trade-lanes the fuel surcharge is established by taking the arithmetic average of the prior month's fuel surcharges of DHL Global Forwarding's top 15 airlines. DHL Global Forwarding reserves the right to adjust its Fuel Surcharges weekly or bi-weekly in the event that a substantial number of airlines or a substantial amount of DHL Global Forwarding's overall tenders go to airlines that adjust their fuel surcharges on a weekly or bi-weekly basis. For certain other trade-lanes, DHL Global Forwarding has established special Fuel Surcharges that are either pegged to a primary airline's fuel surcharge or calculated by taking the arithmetic average of a smaller number of airlines servicing that trade-lane. Air freight fuel surcharges are determined by the origin and destination country of each shipment applied per KG of chargeable weight. However, where airlines are charging an all-in rate including FSC, a Fuel Surcharge solution will be determined on a case-by-case basis and communicated by DHL Global Forwarding in advance.

For traffic originating from countries other than North America DHL Global Forwarding will apply per shipment fuel and security surcharges as effective at date of shipment by airline shipment was moved on. Air freight fuel surcharges are determined by the origin and destination country of each shipment applied per KG of chargeable weight.

International air freight Security surcharge rates are determined by the origin and destination country of each shipment applied per KG of chargeable weight.

Physical screening may be applied by either DHL Global Forwarding or airport authorities in order to comply with governmental or regulatory authority requirements. The associated costs, unless otherwise specified, will be applied based on Regional or Country specific rates and conditions.