

DHL FREIGHT - TERMS & CONDITIONS

1. Prohibited Goods

DHL Freight does not accept the following: certain classes of dangerous goods (see clause 7.), weapons (incl. Airguns, Sportguns,...) and ammunition, wastes, living botanicals, livestock, animals, derivatives of endangered species (e.g.: skin, fur, teeth, shell, feathers or blood and parts of some plants, e.g. seeds), bulk material, removal goods, money and/or valuables, cheques, ready to use credit-cards, coins, fiscal stamps, valid telephone cards, any means of payment, securities (guarantees), precious metals, precious stones, jewelry, art, beverages which contain 23% alcohol or above, illegal goods, antiques, e-cigarettes or tobacco products.

2. Applicable Law and Jurisdiction

The services are governed by the laws of the country where the billing DHL FREIGHT entity has its domicile and the courts of such country shall have exclusive jurisdiction to settle claims. Any local freight forwarding conditions of that country shall also apply. For the international transportation of goods by road, the provision of CMR (Convention on the Contract for the International Carriage of Goods by Road) shall apply, except for article 24 and 26. Particular attention is drawn to the paragraphs below on Cash on Delivery and Delivery Against Documents, for which DHL Freight's liability follows exactly articles 11 and 21 of the CMR also for national transports. For intermodal transports using rail, the General Terms and Conditions of Carriage for international Freight Traffic by Rail (GTC-CIM) apply. Appendix B to the Convention concerning International Carriage by Rail (COTIF 1999). For transport contracts for dangerous goods, the applicable rules and conditions of all involved countries apply

3. Capacity Clause

If DHL Freight is not able to provide the service at any given moment as a result of supply shortage, DHL Freight will immediately provide proof of this shortage but DHL Freight shall not be obliged to provide services.

4. Cash On Delivery (COD)

COD is only available for The DHL FREIGHT EUROCONNECT Service and in limited countries. COD is not available for the DHL Freight EURAPID and DHL FREIGHT EUROLINE services. Delivery is exclusively effected against receipt of proof of payment or payment in the agreed manner. The Customer assumes responsibility for the respective instructions to the consignee and for the respective written instructions to DHL Freight. Furthermore the Customer is responsible for all costs resulting from, but not limited to, seizure, refusal of acceptance, insolvency, or refusal to pay on the part of the consignee. For the processing of such COD shipments a COD fee will be charged.

5. Claims and Claim Deadlines

Apparent damage, loss or shortage must be notified upon delivery. Any non-apparent damage, loss or shortage must be notified within 7 days after delivery date, Sundays and public holidays excluded.

6. Collection and delivery

Shipments may not be sent from or to private households (C2C, B2C, C2B). No Access restriction to pick-up or delivery point is permitted. Special equipment, booking-in and time-window deliveries are not included in the basic freight rates.

7. Dangerous Goods

If the customer offers hazardous goods for transportation, he has to comply with all statutory rules and regulations. He is responsible for the correct labeling, approved packaging, relevant transportation documents, shipper's statement and danger signs, in the required languages. The standard extra charge for a shipment containing hazardous goods has to be determined by arrangement, and additional costs, such as ferry or tunnel costs, may be added. Even if the shipment is sent from a non-ADR country, the customer must adhere to all ADR-rules or in case of a sea-freight-voyage the IMDG-Code regulations in addition to applicable national dangerous goods rules.

The following classes of Dangerous Goods are excluded from transport by DHL Freight:

- Class 1 (with the exception of UN codes 0323, 0432, 0454 and UN code 0014 in respect of cartridges for tools only)
- Class 2.3
- Class 4.1 (UN codes 3231 to 3240, UN 3533, UN 3534, UN 3364, UN 3365, UN 3367 and UN 3368)
- Class 5.2 (UN codes 3111 to 3120)
- Class 6.1 (Packaging Group 1)
- Class 6.2
- Class 7
- Class 9 (UN codes 2212, 2590, 2315, 3151, 3152) and lithium ion batteries and lithium metal batteries (UN 3480, 3481, 3090 and 3091) that are damaged or defective as defined in Special Provision 376, and battery-powered vehicles (UN 3171) whose battery is damaged or defective as defined in Special Provision 376). Exceptions are possible for the batteries and battery-powered vehicles mentioned above only. These require DHL Freight's express written approval before start of the business.

In certain countries some of the above restrictions may not apply to domestic transportation. Transport of dangerous goods of all classes into and out of the Russian Federation shall require DHL Freight's express written approval before start of the business. In any case, the transportation of permitted Dangerous Goods (meaning other classes apart from those listed above as being prohibited) is always subject to specific agreement prior to transportation.

8. Transit Times

The regular transit times shown in the timetables are given in good faith but with the exception of DHL FREIGHT EURAPID are not agreed time limits but non-binding standard lead times.

9. Delivery Against Documents (DAD)

DAD is only available for the DHL FREIGHT EUROCONNECT service and in limited countries. DAD is not available for the DHL FREIGHT EURAPID and DHL FREIGHT EUROLINE services. Delivery will be effected only against receipt before delivery commences of the documents specified by the customer. The customer assumes responsibility for the respective instructions to the consignee and for the respective written instructions to DHL Freight. Furthermore the customer is responsible for all costs resulting from, but not limited to, seizure, refusal of acceptance, insolvency, or refusal to pay on the part of the consignee. DHL Freight declines any liability resulting from the accuracy of the contents or genuineness of documents received. For the processing of such DAD shipments, a document collection fee will be charged.

10. Pallet Exchange

The countries offering a pallet exchange service are determined by the branch accepting the order. There is no obligation for DHL Freight to perform such a service. Pallet exchange request can only go back for a twelve month period from the date of request. (with prior agreement of DHL)

11. Documentation

In order that the order can be correctly processed, the customer is required to provide:

- Printed labels according PDF procedure for groupage shipments via DHL FREIGHT EUROCONNECT
- Transport order, duly completed
- Copies of the commercial invoice if necessary
- Export customs documents or other necessary accompanying documents (if applicable).

The customer is required to advise addresses, marks, numbers, as well as the number, type and contents of each individual package, the characteristics of the goods and all other important information necessary for the orderly processing and safe carriage of the shipment. The customer is responsible for all consequences resulting from missing or incorrectly completed documentation. The completion of particular documents by DHL Freight will be separately invoiced.

12. Liability

For international road transportation, DHL Freight is or shall be deemed to be entitled to the limitations and exclusions of liability provided by the provisions of CMR. For domestic road transportations, the terms of the relevant national freight forwarders association shall apply to limit DHL Freight's liability. In absence of such terms, DHL Freight's liability shall be deemed to be limited by the CMR. However, nothing in these terms disappplies any mandatory provisions of domestic transport law. DHL Freight does not accept any liability for consequential losses and damages in addition to it's liability as set out above.

13. Not Binding Offer

Our tariff proposal is not binding

14. Packaging

All goods must be adequately packed for transport, and able to be dispatched if it is groupage cargo. The party which places the transport order is required to show clearly in a unremovable way and on the individual packages, necessary identification information so that the order can be processed in the required way. This information should include the consignee's address, marks, numbers, symbols for handling and characteristics of the good. All identification information must be spaced apart or otherwise clearly shown. Liability for damage resulting from inadequate packaging rests with the customer. If goods are not stackable due to improper packaging or otherwise, the paying weight will be calculated on the basis of the number of loading meters occupied in the truck.

15. Payment Term

Our standard payment terms are 15 days net from date of invoice with weekly invoicing. In case payments are not received within the agreed payment term, DHL Freight will charge a Standard Interest Rate & Administration Fee. Any invoice disputes must be reported within a period of 14 days from date of invoice.

16. Cargo Insurance

To secure the value of your shipments during transport, we offer you the possibility to insure your goods. This Cargo Insurance will cover for the lesser of the actual repair or replacement costs, up to the insured value, in the event of any physical loss or damage to the shipment. Shipment insurance covers physical cost compensation, consequential costs are excluded.

17. Temperature Sensitive & Perishable Goods

Such shipments can be accepted only by prior arrangement and at a surcharge.

18. Termination of Agreement

If an agreement is reached or otherwise contractually agreed both parties shall be entitled to terminate this agreement at any time with 5 days written notice.

19. Terms of Delivery

DHL Freight refers to the Incoterms, latest version.

20. Validity of Tariffs

Once an agreement is reached, the validity of the tariffs will be extended to the expiry date stated on the tariff sheet of the proposal. DHL Freight, however, retains the right of increasing the tariffs related to, but not limited to, capacity shortage, inflation, ... at any time by ten days advanced notice.

21. Compliance

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

- neither Customer, nor any holding company, agent, consignee, consignor or any other third party directly contracted by Customer for the transport of the shipment are listed on any applicable sanctions lists as a denied or restricted party;
- the transport of the shipment to its final destination, any known end-user and end-use do not constitute a breach of any applicable Export Laws;
- Customer will inform DHL Freight should the shipment be subject to any applicable sanction and/or export/reexport or transport restrictions under applicable Export Laws;
- 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 Freight with all information, including permits and licenses, required by applicable Export Laws to permit DHL Freight to carry out the transport of the shipment to the final destination.

Each Party shall act in accordance with its own Code of Conduct. If Customer does not have a Code of Conduct, it will comply with the principles of Deutsche Post DHL's [Code of Conduct](#)

22. Data Protection

DHL Freight is entitled to process data transmitted by the customer insofar as this is required for the fulfilment of the contract or to ensure compliance with its own legal obligations. Furthermore, DHL Freight points out that it may be legally obliged to notify personal data or shipment data to courts and authorities. Customer permits DHL Freight 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 by email to the following address freightservices@dhl.com. The Customer ensures that it has complied with its legal obligations in relation to personal data provided to DHL Freight including consignee data as may be required for transport, delivery and logistics services, such as e.g. name, address, email and phone number. In case of unauthorized disclosure of personal data by the Customer to DHL Freight, the Customer indemnifies DHL Freight upon first written demand from all claims asserted by third parties, in particular by recipients, as far as DHL Freight processes the data in accordance with the contract. DHL Freight will maintain data protection in accordance with applicable laws.

23. Brexit

"Brexit" means the United Kingdom or any part of it ceasing to be part of the European Customs Union and/or the European Union single market, which is expected to occur no earlier than 31 December 2020. Brexit is likely to lead to the establishment of trade and regulatory barriers between parts of the United Kingdom and between the United Kingdom and the European Union and may have significant effects on transport services including to and from Ireland.

In anticipation, upon and after the event of Brexit DHL Freight

- a) reserves the right to modify all or part of its transport services to, from or via the United Kingdom, 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 customer to the then prevailing circumstances as a result of Brexit
- b) is entitled to terminate either the agreement or the transport services into and from the United Kingdom or Ireland only by giving five days' notice. DHL Freight shall be relieved of any liability under any contract for services to and from the United Kingdom or Ireland if, and to the extent that, such liability is caused by the consequences of Brexit.

24. Pandemics

The spread of the Coronavirus (COVID-19) was officially declared a pandemic by the WHO. The spread of the Coronavirus (COVID-19) is already having a huge impact on forwarding and logistics, for example through border controls and quarantine measures. The situation is very fluid with administration/governments of various cities/states/countries restricting movements within such cities/states/countries. These consequences of the spread of Coronavirus (COVID-19) are outside the reasonable control of DHL Freight. DHL Freight's offered/agreed rates and service levels therefore do not take the effects of the spread of the Coronavirus (COVID-19) into account. This applies both to the currently known effects and to possible future effects.

In view of the aforesaid situation, DHL Freight reserves the right to modify all or part of its 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 customers to the then prevailing circumstances arising as a consequence of the spread of the Coronavirus (COVID-19). DHL Freight shall be relieved of any liability under any agreement for services if, and to the extent that, such liability is caused by the consequences of the spread of the Coronavirus (COVID-19). If DHL Freight is prevented from performing its obligations (as modified, changed or adjusted in accordance with the above) in such circumstances for more than 30 consecutive days, either party has the right to terminate the agreement forthwith by giving written notice to the other.

The above provisions will also apply if and insofar as a comparable pandemic or other health emergency occurs in future which has similar consequences for the logistics industry.

25. 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, 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.

26. Value of Goods

Goods with a value of more than € 50,000 per package and € 100,000 per shipment must be pre-advised by Customer as they are not permitted for carriage without DHL's prior express written consent, and any such high value shipments may be subject to an extra charge, which DHL will inform Customer of prior to pick-up. Such notification shall not increase DHL's liability, which remains strictly limited by our General Terms.