

# DHL Global Forwarding Terms & Conditions

(Valid as of January 1<sup>st</sup>, 2021)

## General Conditions

- DHL Global Forwarding, the freight forwarding business unit of DP DHL Group and all its subsidiaries and affiliates, may choose to fulfill any contractual obligation, using any carrier or subcontractor and routing at its sole discretion, unless otherwise agreed in writing.
- Transit times indicated are estimates and actual transit times may differ according to carrier schedules. Further, such indicated transit times do not reflect delays due to export control or customs clearance processes, and are applicable to working days only.
- Total charges offered do not include insurance coverage, unless explicitly mentioned. In case no explicit insurance product is agreed, DHL Global Forwarding's liability is limited to the Standard Trading Conditions defined below and/or the conditions as printed in the Bill of Lading resp. Air Waybill.
- DHL Global Forwarding strives to be fully compliant at all times with the prevailing rules and regulations for carriage of dangerous/hazardous cargo. In this regard, we work with our customers and carrier partners to ensure all dangerous/hazardous cargo is correctly declared at the time of booking the shipment and prevent any mis-declaration of dangerous/hazardous cargo. In the event that DHL Global Forwarding's customers mis-declare dangerous/hazardous cargo to be non-dangerous/non-hazardous cargo, all penalties, costs, consequences and liabilities of this mis-declaration will be passed on to the customer.
- DHL Global Forwarding's offers and quotations provide the estimated charges for the shipment specified therein based on their dimensions, weight, mode of transport, shipper/consignee, Incoterms, and pick-up and delivery location. Charges and transit time might differ in case the actual shipment is different from what is specified in the offer/quotation.
- Exchange rates used in DHL Global Forwarding's offer/quotations are only valid at the time of quoting. Charges will be converted to invoice currency based on current exchange rates which may be subject to an uplift. For shipments on "collect" basis, additional surcharges may apply.
- "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.
- 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 an action to mitigate the consequences thereof.
- DGF reserves the right to pass on surcharges levied without notice by carriers or airlines in the event of Force Majeure.
- Any contract concluded on the basis of this quotation can be terminated by either party at any time with at least 25 working days prior written notice.
- DHL Global Forwarding's offers/quotations are for informational purposes only, and therefore are not binding.
- DGF ensures that it maintains appropriate security measures in line with International Standard Organization ISO 27001/2013. This is DGF's entire obligation regarding the security of Customer's Information and DGF's IT-systems in connection with Customer's use of DGF's Services. Customer is responsible for maintaining back-up copies of its Information and protecting its own IT-Systems.

## Special Conditions for Air Freight

- All charges and services offered by DHL Global Forwarding are subject to DHL Global Forwarding's Standard Trading Conditions and House Air Waybill Terms (please refer to the link below):
- <https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgf-hawb-terms.pdf>
- "Freight charges" as well as "Origin & Destination charges" will be charged based on chargeable weight which is the greater of gross or volumetric weight. Volumetric weight is determined using a factor of 1:6, meaning, for instance, a volume of 1 cubic meter has an equivalent volumetric weight of 166.67 kilograms (referred to in the quotation as "density ratio").

- All charges quoted are only applicable and valid for stackable, general cargo (no dangerous goods, no high-value, no temperature controlled, no perishables, no special handling requirements, not consist of or contain personal effects), not exceeding 2,000 kilogram chargeable weight per shipment, unless explicitly stated otherwise.
- If the sender or its loading facility is not certified as a “known consignor” by local authorities, the dispatch shall be submitted to an X-ray examination before being transported by plane or other local security screening may apply. This may result in additional costs for the freight payer.
- DHL Global Forwarding will apply fuel and security surcharges as effective at date of shipment based on chargeable weight. Surcharges will be applied as per DGF origin standard and adjusted in line with market development.
- Rates are based on known shipper/consignor status as defined by the local authority/regulatory body (United States Transportation Security Administration, Transport Canada, etc.).

### **Special Conditions for Ocean Freight**

- Danmar Lines is DHL Global Forwarding’s in-house carrier. All charges and services offered under DHL Global Forwarding and/or Danmar Lines are subject to DHL Global Forwarding’s Standard Trading Conditions, Danmar Lines’ Standard Conditions respectively (please refer to the link below): (<https://www.dhl.com/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgf-danmar-terms-and-conditions.pdf>).
- Unless otherwise explicitly agreed, all charges quoted are only applicable and valid for general cargo (no dangerous goods, no high-value cargo, no temperature controlled, no perishables, no special handling requirements); cargo needs to be seaworthy and in gauge. In addition, LCL cargo must be stackable, not oversized (less than 5.8m length, less than 2.2m in width and height), weigh less than 2,500 kilogram per piece, not exceed a shipment volume of 20 cubic meters, not exceed a shipment weight of 10,000 kilogram and not consist of or contain personal effects.
- For quotes covering dangerous goods pricing, our pricing offer applies to the below classes, unless otherwise specified:
  - IMO class 3 Inflammable Liquids → Excluding the following: UN3256; UN3258; Elevated temperature liquids and solids
  - IMO class 6.1 Poisonous (toxic) substances
  - IMO class 8 Corrosives
  - MPA/PSA group 3
  - IMO class 9 Miscellaneous dangerous substances → Excluding the following: UN3256-UN3258, Elevated temperature liquids and solids; UN3090, Lithium Metal Batteries; UN3480, Lithium Ion Batteries/Lithium-ion Polymer Batteries; UN3496, Batteries, Nickel Metal Hydride; UN 2212, 2590, 2315, 3151 and 3152
- For quotes covering temperature controlled cargo, our pricing offer does not apply to the below commodities, unless otherwise noted:
  - Chemicals hazardous or harmless; Hazardous cargo; Pharmaceutical products (incl. blood plasma); High Value Cargo (cargo values higher than USD 500K per container) / AMER +USD 200K per shipment; Controlled Atmosphere; Cold Treatment; Restricted reefer commodities, e.g. ammonium, tetramethylammonium, hydroxide, raw rubber, mint/menthol, phenol; Fertilizer, lime split, albuminous substances, modified starches, enzymes.
- Due to volatile market fluctuations, our FCL offers from Asia Pacific –Americas region are valid within the timeframe submitted with each offer and subject to acceptance within three (3) calendar days of our quotation date.
- LCL "Freight charges" will be charged based on chargeable weight, which is the greater of gross or volumetric weight. For LCL cargo volumetric weight is determined using a factor of 1:1, meaning, for instance, a volume of 1 cubic meter has an equivalent volumetric weight of 1,000 kilograms (referred to in the quotation as “density ratio”).
- LCL "Origin & Destination charges" will be charged based on chargeable weight, which is the greater of gross or volumetric weight. For LCL cargo volumetric weight is determined using a factor of 1:3, meaning, for instance, a volume of 1 cubic meter has an equivalent volumetric weight of 300 kilograms (referred to in the quotation as “density ratio”).

- All LCL charges can be subject to a minimum shipment size. The minimum is 1 cubic meter, unless explicitly specified otherwise.
- For FCL pickup and delivery, the weight per container (load + tare) must not exceed the maximum payload as per country regulations and equipment specifications. Failure to comply may result in additional charges or refusal to transport by DHL Global Forwarding.  
The International Maritime Organization (IMO) amended the Safety of Life at Sea Convention (SOLAS) to rule that all containers must be weighed prior to entering at Gate-in or loading onto a vessel. Verification of the weight is the responsibility of the shipper. Actual weighing charges will subsequently be added to our pricing offer and charged as applicable at time of shipment per country.
- All surcharges (including Bunker Adjustment Factor (BAF), Currency Adjustment Factor (CAF), Low Sulphur Surcharge (LSS), IMO 2020 Compliance Cost Surcharge, War Risk fee, etc.) are subject to fluctuation. DGF shall pass on any surcharges charged by a carrier in relation to customer's shipments. DGF will cease or reduce the surcharge as soon as it is ceased or reduced by the applicable carrier. As to the IMO 2020 Cost Compliance Surcharge, as of December 1st, 2019 this new regulation will come into effect by the IMO which requires all ocean carriers to further reduce emissions in response to climate change. As such, the additional surcharge will be implemented and subsequently added to our pricing offer.
- Bill of Lading fees shall be applied on a per shipment basis. Should a shipment require to be split into several Bill of Ladings for any reason, DHL Global Forwarding reserves the right to charge respective fees based on the number of Bill of Ladings issued.
- Demurrage, detention and port storage free time will be as per carrier standard; additional charges may apply.
- For shipments for which DHL Global Forwarding is contracted for import services only, we need to receive one endorsed original bill of lading, a packing list and the commercial invoice by mail, if not agreed otherwise, before the ocean-going vessel reaches the destination port.
- When DHL is acting in the capacity of a non-vessel-operating common carrier (NVOCC), these terms and conditions shall also constitute a Negotiate Rate Arrangement (NRA) as defined by the Federal Maritime Commission (FMC). **THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.**

#### **Rates, Prices, Invoices**

- The prices offered do not include duties, storage fees and are subject to applicable taxes, especially value-added tax (VAT); other charges for additional services may apply.
- Pickup and/or delivery charges are based upon standard services and equipment, and the quoted charges do not apply for bonded truck service and are only applicable for regular business hours, if not otherwise agreed. Fuel surcharges are subject to change.
- Collection and delivery costs specified in this quotation refer to the specified collection and delivery point only. Should collection and/or delivery points not be specified or be different the standard DHL Global Forwarding tariff for such service applies.
- All charges and services offered are subject to (vessel) space and equipment availability and unhindered routes of transportation.
- In case of shipment 'no show', DHL Global Forwarding reserves the right to charge a 'no show fee'.
- Any customs clearance fee for standard import & export declarations covered in the quotation includes up to three (3) HS codes (lines), any additional HS code will be charged as "additional line". For any other customs related services, beyond standard import and export declarations, additional fees apply. If required by the customer, and allowed as per country legislation, the disbursement of Duties & Taxes done by DHL on behalf of the customer will trigger a surcharge. Any third party fees charged to DHL (e.g. Port Handling, Terminal Charges and Storage) will be invoiced at cost.
- Any invoice shall be payable upon receipt, except if agreed otherwise in writing. We shall reserve the right to request payment in advance.
- BREXIT Clause: 'Brexit' means the United Kingdom or any part of it is ceasing to be a member of the European Customs Union and/or the European Union single market, which is expected to occur no earlier than 31 December 2020. In anticipation, upon and after the event of Brexit, DHL Global Forwarding reserves the right to modify all or part of its services to and from the UK 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 as a result of Brexit. DHL Global Forwarding shall be relieved of any liability under any contract for services to and from the UK if, and to the extent that, such liability is caused by the consequences of Brexit.

COVID-19 Clause: The parties acknowledge and agree that the outbreak of COVID-19, which the World Health Organization officially declared a pandemic on March 11, 2020, has caused global disruptions of air, ocean and other logistics services as a result of, among other things, continued lockdown of countries, closure/limitation of crossing country borders, closure of ports and airports and resulting carrier cancellations. DGF reserves the right to give the Customer notice that it will modify all or part of its air, ocean and other freight services, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards the Customer to the then prevailing circumstances arising as a consequence of the spread of the Coronavirus (COVID -19). Such changes shall only take effect if mutually agreed between the parties. After DGF has given notice of such change, DGF shall not be obliged to perform services until mutual agreement on the change is reached. DGF shall be relieved of any liability under the Agreement if, and to the extent that, such liability is caused by the consequences of the spread of the Coronavirus (COVID19). If DGF is prevented from performing its obligations 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.

Important information regarding wood packaging material:

From 1 January 2021, all wood packaging material (including pallets, boxes and crates) moving in both directions between the UK and the EU must meet the ISPM15 international standards.

Non-compliance may lead to delays and penalties, so please ensure that you ship your goods using compliant products.

#### **Compliance to Export Control – Sanctions – Dangerous Goods**

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

- (i) Neither Shipper, any holding company, agents, Consignee or any other third party directly contracted by Shipper for the delivery of the shipment are listed on any applicable sanctions lists as a denied or restricted party;
- (ii) The delivery of the Shipment to its final destination, any known end-user and end-use do not constitute a breach of any applicable Export Laws;
- (iii) Shipper will inform DHL should the shipment be subject to any applicable sanction and/or export/re-export restrictions under applicable Export Laws
- (iv) Shipper has obtained all necessary permits, licenses or other government authorizations required for the delivery of the shipment to its final destination and end-use.

Shipper shall provide DHL Global Forwarding with all information, including permits and licenses, required by applicable Export Laws to permit DHL Global Forwarding to further the delivery of the shipment to the final destination country. DHL Global Forwarding strives to be fully compliant at all times with the prevailing rules and regulations for carriage of dangerous/hazardous cargo. In this regard, we work with our customers and carrier partners to ensure all dangerous/hazardous cargo is correctly declared at the time of booking the shipment and prevent any mis-declaration of dangerous/hazardous cargo. In the event that DHL Global Forwarding's customer mis-declare dangerous/hazardous cargo to be non-dangerous/non-hazardous cargo, all penalties, costs, consequences and liabilities of this mis-declaration will be passed on to the customer.

#### **Compliance to Shipment Information**

Customer shall be responsible for compliance with legal requirements concerning the timeliness, completeness and accuracy of shipment information. Customer recognizes that late, incomplete or incorrect information may have serious effects resulting in heavy fines by governmental or regulatory authorities. Customer shall indemnify DHL Global Forwarding for any fines, penalties, losses, costs and damages that DHL Global Forwarding or a third party (such as another DHL Global Forwarding's shipper) may incur due to late, incomplete or inaccurate information provided by customer, who shall additionally be passed on proportionately any governmental or regulatory organization practices, surcharges, procedures or regulations, unknown at the time of proposal and imposed during the rate validity period.

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### Standard Trading Conditions

Unless covered by mandatory legal regulations (e.g., Hague–Visby Rules, Montreal Convention, Warsaw Convention, CMR), all services of DHL Global Forwarding (hereafter referred to as “DGF”) are offered and transacted under the (1) Standard Trading Conditions and, where issued, (2) DHL transport document (Airway Bill, Bill of Lading), all of which exclude or limit the liability of DGF in certain circumstances. DGF shall not accept any liabilities other than those declared under the typical international conventions (Montreal, CMR, etc.). If quoted, rates for temperature controlled shipments do not include any additional liability for cargo damage beyond the amounts provided for in (1) or (2). Where a document (2) is issued, the terms and conditions evidenced in such shall be paramount and govern the services in respect of which the document (2) is issued. Where Document (2) has not been issued, services shall be governed by the applicable transport convention, terms of the relevant national freight forwarders' association or national law. In absence of such, the DGF Standard Trading Conditions (1) will apply.

### Other Conditions

The Dutch Forwarding Conditions in the latest version, deposited by “FENEX” of the District Court at Rotterdam, shall apply. We may waive the arbitration clause. The conditions will be sent to you upon request. You can also observe or download these conditions at FEXEX Conditities (NL) or FENEX Conditions (EN). You expressly agree with the contents and the appliance of the Dutch Forwarding Conditions.

*DHL Global Forwarding (The Netherlands) B.V.*

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On all our services the Dutch Forwarding Conditions (latest version) as deposited by 'FENEX' at the registry of the district courts at Amsterdam, Arnhem, Breda and Rotterdam apply. A copy is available on request. We may waive the arbitration clause. We hereby explicitly and continuously reject the applicability of any general terms and conditions that are or may be referred to at any time by you and your company.