

## DHL Global Forwarding Terms & Conditions

(valid as of Oct. 11, 2019)

### 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.
- 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.

### 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.logistics.dhl/content/dam/dhl/global/dhl-global-forwarding/documents/pdf/glo-dgf-hawb-terms-15052019.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 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): ([http://www.dhl.com/content/dam/downloads/g0/logistics/conditions/danmar\\_line\\_bill\\_of\\_lading\\_terms\\_and\\_conditions\\_0916.pdf](http://www.dhl.com/content/dam/downloads/g0/logistics/conditions/danmar_line_bill_of_lading_terms_and_conditions_0916.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.
- 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.

#### **Compliance to Export Control and Sanctions**

By accepting an offer for DHL Global Forwarding to provide transportation or related services or by making a counter-offer to DHL Global Forwarding for DHL Global Forwarding to provide such services, you thereby also confirm as a condition of such services that your tendering of cargo to DHL Global Forwarding, DHL Global Forwarding's facilitating the transport of such cargo to the specified destination(s) and/or consignee(s), and DHL Global Forwarding's providing other related services in connection with such cargo, as well as any other transactions incident thereto, will not cause a breach or violation of any applicable economic sanctions including, without limitation, any financial sanctions or export controls administered or enforced by the European Union, the US Treasury Department's Office of Foreign Assets Control, the US Commerce Department's Bureau of Industry and Security, the US State Department, or any similar laws or regulations which may apply. You further confirm and undertake that any cargo tendered by you to DHL Global Forwarding is not subject to export control restrictions and that any content contained in the cargo cannot be qualified as dual-use or military-use goods. In cases where your shipment or cargo is subject to financial sanctions or export controls, you undertake to provide us with all relevant licenses and/or evidence of exemptions prior to engaging DHL Global Forwarding's services in connection with such cargo. DHL Global Forwarding retains the right to refuse to accept, or suspend delivery of, any shipments or cargo for the purposes of complying with applicable financial sanctions and export control laws and regulations, the interpretation of which is fully at DHL Global Forwarding's discretion.

#### **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 DGF for any fines, penalties, losses, costs and damages that DGF or a third party (such as another DGF'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.

.....

### **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**

- \* Rates are excluding VAT, duties and advance fee (3% over the duties, VAT and freight).
- \* For shipments within Europe rates are excluding 21% VAT.
- \* Payment terms: in case no credit has been granted to your company, payment by means of wire transfer.
- \* Payment terms: in case credit has been granted to your company, payment must occur within 14 days after the invoice date.
- \* Rates offered are based upon the current surcharges & possibilities. In case significant changes do occur, for example in exchange rates and/or fuel prices or situations which have direct consequences on rates or allocations, we reserve the right to adjust our rates accordingly.
- \* All wooden packing materials and/or wooden pallets, do require a specific treatment as per the ISPM 15 (International Phytosanitary Measure 15).
- \* Shipments arriving at DHL Global Forwarding via third party logistic providers, will be invoiced for all freight charges plus an advance fee of 3% over all charges.
- \* For a correct customs handling and clearance, a signed declaration 'Direct Representation' is necessary.

### **Standard Trading Conditions additional**

The general forwarding conditions (FENEX) are applicable on all our activities. The conditions can be downloaded from: [Fenex Forwarding Conditions 2018](#)

“Brexit” means the United Kingdom ceasing to be a member of the European Union. 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 customer 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.

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