



DHL eCS EUROPE GENERAL TERMS AND CONDITIONS OF CARRIAGE

(“Terms and Conditions”)

1. Scope

- 1.1. These Terms and Conditions will apply to the carriage services provided by DHL eCS (the “**Services**”). By ordering DHL eCS services as a “**Sender**,” you agree to their application, on your own behalf and on behalf of the recipient of the Shipment (the “**Consignee**”) as well as anyone who might have an interest in the Shipment.
- 1.2. A “**Shipment**” means all parcels and/or pallets transported under a single consignment note which may be carried by any possible means chosen by DHL eCS, including by road, air or another carrier. The term “**consignment note**” (including electronic versions thereof) shall mean any identifier of the Shipment or document issued by DHL eCS or the Sender’s automated systems such as a label, barcode, consignment note or consignment note. A Shipment consists of a single parcel unless the Service allows for multiple parcels to be sent under a single consignment note. At an extra charge, the Sender can take out insurance for the Shipment.
- 1.3. The Service includes carriage of Shipments from their receipt by DHL eCS until delivery, including any selected optional or additional services.
- 1.4. No Sender contract templates shall apply to the Services.

2. Unpermitted Shipments

The Sender acknowledges that the Shipment is considered unpermitted and is therefore excluded from carriage (“**Prohibited Shipment**”) if it

- a) contains counterfeits, unlicensed copies of products, counterfeit goods, live animals or plants, human or animal remains, perishable products or products requiring special handling conditions (e.g. temperature or humidity control);
- b) contains military goods or other goods subject to prohibitions, licences, authorizations or consents (such as dual-use products or weapons) relating to their import, export, transit or carriage under export control legislation, applicable sanctions and regulations or other restrictions (“**Controlled Goods**”);
- c) contains goods that are subject to regulatory procedures (e.g. carriage of excisable goods) or special transport authorisation (unless otherwise agreed);
- d) contains goods that are classified as hazardous material, dangerous goods, prohibited items or items that are restricted by ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) for road shipments, IATA (International Air Transport Association) and ICAO (International Civil Aviation Organisation) for air shipments or other relevant organisations;
- e) is insufficiently or defectively packed;

- f) the Sender, the Consignee or any third parties with an interest in the Shipment involved directly or indirectly in the shipment or transaction are natural or legal persons or entities sanctioned by the UN, the EU, the US or, as the case may be, other governments and international institutions (“Prohibited Party”);
- g) its gross value (including VAT) exceeds EUR 25,000;
- h) contains precious metals or precious stones, antiques, unique works of art or other “high-risk” items of special value, currencies, bank cards, negotiable instruments, postage stamps, securities, bills of exchange and has a value of more than EUR 500;
- i) all Shipments dispatched for same-day delivery to the same Consignee containing goods specified in item h) and in total exceeding the value of EUR 500.

DHL eCS is under no obligation to verify whether the Shipment is permissible under the above clause. However, if DHL eCS reasonably suspects that it is carrying a Prohibited Shipment or for safety, security, customs or other regulatory reasons, it is entitled to open and inspect the Shipment. No DHL eCS inspection releases the Sender from their obligations. If a Shipment is deemed unpermitted, DHL eCS may (i) refuse to carry the Shipment without stating the reasons thereof, (ii) return the Shipment at the Sender’s cost or hold the Shipment until picked up by the Sender or (iii) accept and carry the Shipment without notifying the Sender and then demand a relevant extra charge for any additional handling required. In the case of shipments dispatched by consumers, the procedures are governed by generally applicable law.

3. Obligations of the Sender

The Sender is under the following obligations:

- a) to prepare and pack the Shipment in a way that ensures safe transport during handling by an automated system when normal care is exercised;
- b) (i) to mark the Shipment properly, (ii) provide correct information on product description, country of origin, valuation for customs purposes and classification of charges for goods (for customs purposes) and (iii) to provide complete and accurate information about the Shipment and to mark the Shipment with the full address of the Consignee and the Sender. Any declaration of value made for customs or other information purposes shall not be construed as a declaration of benefit or value within the meaning of international transport conventions (e.g. CMR, Montreal Convention) or any similar legislation providing for extended liability;
- c) to comply with their obligations in respect of personal data provided to DHL eCS, including Consignee data required for carriage, customs clearance and delivery such as e-mail address and telephone numbers; and
- d) to comply with all applicable laws and regulations relating to transport, transit, exports, customs clearance, export controls and sanctions imposed by governments or international organisations (“Export Laws”) and refrain from ordering any services from DHL eCS that would result in a direct or indirect violation of applicable Export Laws.
- e) to provide all information and attach to the Shipment all documents required for its handling in accordance with the applicable Export Laws. All information provided by the Sender must be true, complete and accurate. DHL eCS is under no obligation to

verify the accuracy and completeness of documents. If any documents are not provided, the Sender shall provide them upon request within five working days at the latest. If not delivered on time, DHL eCS may treat the Shipment as a Prohibited Shipment under Section 2. If the Sender identifies any errors or inaccuracies, they shall immediately inform DHL eCS of the fact;

- f) for the purpose of classifying export goods, to refrain from handing over any Controlled Goods to DHL eCS and notify DHL eCS immediately in writing if the Sender becomes aware or has reason to believe that the Shipment contains Controlled Goods;
- g) to ensure that delivery to the destination, any end-user known to them and the manner of use comply with the applicable Export Laws and neither the Sender nor any of its entities, the Consignee, nor any third parties involved by the Sender directly or indirectly are Prohibited Parties;
- h) to keep records and provide information and documents relating to the Shipments as required by competent state authorities

Subject to the last sentence, the Sender shall indemnify and hold DHL eCS harmless from all actions, liabilities, claims, judgements, awards, losses or damage arising out of the Sender's failure to comply with applicable laws and its breach of the obligations set out in Sections 2 and 3. The indemnification covers damage to persons, facilities, third parties or other shipments in connection with the handing over of Prohibited Shipments as well as any sanctions, fines, actions and claims directed by authorities in connection with breaches of customs, imports and exports laws on the part of the Sender.

Consumer liability towards DHL Parcel is governed by applicable laws.

4. DHL eCS services and obligations

4.1. In the absence of other carriage arrangements with the Consignee,

- a) DHL eCS will carry Shipments to their destination and deliver them to the Consignee or the person authorised by the Consignee at the address specified by the Sender. Shipments to addresses with a central collection point will be delivered to that location. Small format Shipments that are not covered by additional services can be placed in the Consignee's mailbox. Shipments may not be delivered to post office boxes. For certain delivery locations, Shipments may also be made available to the Consignee at a Servicepoint, Parcelstation, Locker or another storage facility; or
- b) If neither the Consignee nor an authorised person is present at the time of attempted delivery, DHL eCS may, subject to applicable law, deliver the Shipment to an alternate Consignee and inform the Consignee of such delivery. Where the Sender has selected "*Consignee Only*," if available, DHL eCS will not make the delivery to an alternate Consignee.
Alternate Consignees include relatives of the Consignee, other persons present on the Consignee's property or in the immediate vicinity (neighbours).

4.2. In the case of deliveries to private customers, provided that no other arrangements have been made in that respect in writing, Shipments which cannot be delivered under the above conditions will be stored for collection by the Consignee or other authorized person at a DHL Servicepoint, DHL Parcelstation or similar storage facility for at least 7 calendar days from the day following the date of the first attempted delivery. DHL eCS shall notify

the Consignee of such failed attempted delivery. The above shall also apply where DHL eCS cannot make a delivery to the delivery address due to reasonably exceptional circumstances or excessive difficulties.

- 4.3. DHL eCS may use electronic devices to document the receipt and/or delivery of the Shipment, including making claims. Such electronic documentation is sufficient proof of delivery.
- 4.4. DHL eCS shall comply with lawful recommendations of state authorities in relation to shipments, including but not limited to holding, inspecting or seizing them.
- 4.5. Subject to the last sentence, if a Shipment is deemed to be a Prohibited Shipment under Section 2 or has been undervalued for customs purposes or the Consignee cannot be identified or located with due care or the Consignee refuses to pay for the Shipment or pay customs duties or other charges relating to the Shipment, DHL eCS shall return the Shipment to the Sender at the Sender's cost. If the return of the Shipment to the Sender is unsuccessful, the Shipment may be released, distributed or disposed of under applicable laws without any liability on the part of DHL eCS towards the Sender or anyone else and any excess remaining after the settlement of customs duties, fees and administrative costs relating to the Shipment shall be returned to the Sender. Unless prohibited by local laws, DHL eCS shall have the right to destroy the Shipment where it is prevented by law from returning it to the Sender or where the Shipment contains dangerous or perishable goods. In the case of shipments dispatched by consumers, the procedures are governed by generally applicable law.
- 4.6. DHL eCS shall exercise reasonable efforts to deliver the Shipment within the accepted transport times but these are not guaranteed and are not part of the contract. For DHL PARCEL CONNECT PLUS and DHL PARCEL CONNECT PALLET services, the payer for the service is entitled to a guarantee of 50% of the basic fee stipulated in DHL eCS's price list applicable on the date of dispatch or the agreement with DHL eCS, provided that the first delivery attempt took place after three days following the day of expected delivery as specified in DHL eCS's price list.

Customs clearance time is not included in the transport time.

- 4.7. DHL eCS may, at its sole discretion, select the transport route and subcontract all or part of the Services.
- 4.8. More information about DHL eCS Services available in each country, including applicable Shipment Options, is available at www.dhlparcel.pl or from DHL eCS Customer Service Centre.

5. Fees and Customs Duties

Unless otherwise stipulated

- 5.1. The price for carriage and other services ("Fees") shall be charged as specified in the DHL eCS price list applicable on the date of dispatch. The Fees are net amounts excluding taxes, customs duties, customs guarantees and other charges required by law and payable by DHL eCS in connection with the import or export of Shipments ("Charges"). Unless otherwise stipulated, the Sender shall pay the Fees prior to dispatch and DHL will request the Consignee to pay or refund the Charges.

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- 5.2. The Sender or the Consignee, and where DHL eCS acts on behalf of the Consignee, shall pay or reimburse DHL eCS for all Fees and Charges due in respect of the Services or incurred by DHL eCS on behalf of the Sender or the Consignee. DHL eCS may request payment of the Charges prior to delivery of the Shipment. Payment by the Consignee shall release the Sender from their payment obligations.
- 5.3. The Sender shall notify the Consignee of expected Fees and Customs Duties. If the Consignee refuses to pay the applicable Fees and Charges, it shall be deemed a refusal to accept the Shipment and the Sender will remain responsible for their payment.

6. DHL eCS Liability

6.1. DHL eCS liability in respect of any Shipment shall be limited as follows:

- a) for Shipments that are transported by road (which is the standard mode of transport), DHL eCS liability is limited by the Convention on the Contract for the International Carriage of Goods by Road (CMR) to the lesser of (i) the current market value or declared value of the Shipment or (ii) 8.33 SDRs (special drawing rights) per kilogram (equivalent to approximately EUR 10 per kilogram);
- b) for Shipments that are transported by air (including auxiliary road transport or demurrage), DHL eCS liability is limited by the Montreal Convention or the Warsaw Convention, as the case may be, and in the absence of an applicable convention, to the lesser of (i) the current market value or declared value of the Shipment or (ii) 22 SDRs (special drawing rights) per kilogram (equivalent to approximately EUR 27 per kilogram).

6.2. Subject to Section 6.4, DHL eCS liability in respect of the provision of the Services shall be limited to actual damage caused by the loss or defect of the Shipment and to the per kilogram limits as specified in this Section 6. Any other types of damage are excluded (including but not limited to lost profits, revenues, interests, future business, etc.) regardless of whether the loss or defect is special or has arisen indirectly even if DHL eCS had been advised of the risk of such loss or defect. This limitation shall not apply to damage arising out of DHL eCS's wilful misconduct or such other failure as is deemed under applicable laws to constitute wilful misconduct, except where the CMR Convention applies.

6.3. Subject to Section 6.4, in the event of obvious damage to the Shipment, DHL eCS must be notified of the fact in writing at the time of delivery. In the event of Shipment damage or loss that is invisible from the outside, DHL eCS must be notified of the fact within 7 days of delivery or expected delivery, excluding Sundays and public holidays.

6.4. DHL eCS liability towards consumers is governed by applicable laws, in particular the Convention of 19.05.1956 on the Contract for the International Carriage of Goods by Road (CMR) for carriage by road and the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal Convention) for carriage by air.

7. Shipment Insurance

7.1. Notwithstanding its liability, DHL eCS Service offering includes, at no extra charge, insurance against the risk of loss or defect of Shipments up to the total damage value up to EUR 500 ("**Shipment Insurance**") per Shipment.

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7.2. If the Sender considers the above liability limit to be insufficient, they may make a special declaration of shipment value and request insurance. DHL eCS may be able to provide additional insurance to cover the value of loss or defect of the Shipment provided that the Shipment complies with these Terms and Conditions and the Sender has accordingly instructed DHL eCS in writing and paid the appropriate premium.

7.3. Shipment Insurance does not cover indirect loss or damage or loss or damage caused by delays. The following shall not be included in the insurance cover:

- a. loss of and damage to Prohibited Shipments in accordance with Section 2;
- b. loss of and damage to Shipments caused by insufficient or damaged packaging;
- c. loss of and damage to Shipments caused by the Sender; and
- d. loss of and damage to Shipments reported after the expiry of the time-barring period.

7.4. More information about transport insurance applicable to all Services is available on request or at www.dhlparcel.pl.

8. Customs Clearance

As part of Service provision, DHL eCS may do the following on behalf of the Sender: (1) fill out any documents, correct any product or service codes and pay any customs duties and taxes required under applicable laws, (2) act as the Sender's freight forwarder for customs purposes and as a Consignee for the sole purpose of appointing a customs agent to clear the Shipment; and (3) redirect the Shipment to the Consignee's customs agent or to another address at the request of any person who, in DHL eCS's reasonable opinion, is so entitled.

Where permitted by applicable laws, the Sender shall appoint DHL eCS (or its authorized agents) as its direct customs representative to clear and/or legally import the Shipment. DHL eCS shall not act as (1) an exporter for export control purposes or (2) an exporter in connection with customs compliance registration.

9. Circumstances beyond DHL eCS control

Subject to the last sentence, DHL eCS shall not be liable for any loss or damage to Shipments resulting from circumstances beyond its control. These include, but are not limited to, electrical or magnetic damage or erasure of electronic or photographic images, data or records; any defect or specific property relating to the nature of the Shipment even if known to DHL eCS; any act or omission by any person who is not a DHL eCS employee or a person employed by it under a civil law contract (e.g. the Sender, the Consignee, a third party, customs or government officials); any case of force majeure (e.g. earthquake, cyclone, storm, flood, fog, war, air crash, embargo, riot, epidemic, pandemic, civil unrest or industrial action); third-party cyber-attacks or other threats to information security and relating to other security measures available under applicable laws. With regard to consumers, DHL eCS accepts no liability for loss of or damage to shipments where so provided for by applicable laws, in particular the CMR Convention or the Montreal Convention.

10. Miscellaneous

10.1. DHL Parcel will collect, store and process the personal data provided by the Sender or the Consignee to the extent necessary to provide the Services, in accordance with

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applicable laws and Deutsche Post DHL Data Privacy Policy which is available at www.dpdhl.com/content/dam/dpdhl/homepage/dpdhl-data-privacy-policy-summary.pdf. DHL eCS will transfer customer data to courts or public authorities in line with their legitimate requests.

- 10.2. The information provided by the Sender may be used by DHL eCS to comply with its obligations under national or international laws (including verification of prohibited parties).
- 10.3. The invalidity or unenforceability of any provision of these Terms and Conditions shall not affect any other part thereof. The parties shall replace any ineffective provision with a new effective provision that corresponds as closely as possible to the meaning and purpose of the replaced provision and other terms of this agreement.