

DHL PARCEL GENERAL TERMS & CONDITIONS OF CARRIAGE – PORTUGAL – (“TERMS AND CONDITIONS”)

1. Scope

1.1 These Terms and Conditions apply to the following transport services (“the Services”):

DHL PARCEL EUROPLUS DOMESTIC: Shipments sent between companies with origin or destination in Portugal and Spain.

DHL PARCEL EUROPLUS INTERNATIONAL: Shipments sent between companies with origin or destination in Portugal and Europe (except Spain).

DHL PARCEL IBERIA: Shipments sent from companies with delivery to private customers, with origin or destination in Portugal and Spain.

DHL PARCEL RETURN IBERIA: Return shipments sent from private customers to companies, with origin or destination in Portugal and Spain.

DHL PARCEL CONNECT: Shipments sent from companies with delivery to private customers, with origin in Portugal and international destination (DHL Parcel Europe net countries, except Spain).

DHL PARCEL RETURN CONNECT: Shipments sent from private customers with origin outside Portugal (DHL Parcel Europe net countries, except Spain) and destination Portugal.

DHL PARCEL FOR YOU IBERIA (online only): Shipments sent between private customers with origin in a DHL ServicePoint and destination Portugal and Spain.

DHL PARCEL FOR YOU INTERNATIONAL (online only): Shipments sent between private customers with origin in a DHL ServicePoint and international destination (DHL Parcel Europe net countries, except Spain).

1.2 When ordering DHL PARCEL’s services you, as “Sender”, are agreeing, on your behalf and on behalf of the receiver of the Shipment (“Consignee”) and anyone else with an interest in the Shipment that these Terms and Conditions shall apply to the transport services provided by DHL PARCEL (“the Services”).

1.3 “Shipment” means all parcels that travel under one waybill and which may be carried by any means DHL chooses in the non-inland sections. A “waybill” (including electronic versions) shall include any Shipment identifier or document produced by DHL PARCEL or Sender’s automated systems such as a label, barcode, waybill or consignment note. A Shipment consists of one parcel unless a Service permits the sending of several parcels under a waybill. Every Shipment is transported on a limited liability basis as set out in these Terms and Conditions. If Sender requires greater protection, then insurance may be arranged at an additional cost.

1.4 The Service includes the transport of Shipments from receipt of the Shipment by DHL PARCEL until delivery, including any optional services or additional ancillary services selected.

1.5 No other terms and conditions of the Sender shall apply to the Services.

2. Unacceptable Shipments

The Sender agrees that a Shipment is deemed unacceptable and therefore excluded from transport (“Prohibited Shipment”) if:

- it contains forgeries, unlicensed copies of products, violates applicable trade restrictions or embargoes or is being sent to a denied party (per the UN, EU, US or other public denied parties listings), or any other items which cannot be carried legally;
- it requires special handling or permits, including easily perishable goods requiring temperature or humidity control;
- it has inadequate or defective packaging;
- it contains live animals or plants, or human or animal remains;
- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by any relevant organization, by the IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) for Shipments carried by air; or by ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) for Shipments carried by road;*
- its gross value (including VAT) exceeds EUR 25,000 per Shipment (DHL’s limits of liability shall always apply);**
- it contains precious metals, jewellery and gemstones with a purchase price of more than EUR 50 per piece, and has a total value of over EUR 500 per Shipment. Objects of art, antiques, unique pieces or other articles of special value and “high risk”, cash, bank cards, negotiable instruments, postage stamps, securities, shares, bills of exchange;
- it contains weapons, pseudo weapons, ammunition or military goods.

DHL PARCEL has no obligation to check if a Shipment is acceptable under the above provision. Upon reasonable suspicion of any Prohibited Shipment or for safety, security, customs or other regulatory reasons, DHL PARCEL shall be entitled to open and inspect a Shipment. Any inspection by DHL PARCEL shall not release the Sender from its obligations. If a Shipment is deemed to be unacceptable, DHL PARCEL may (i) refuse the Shipments without providing the reasons, (ii) return the Shipment at the cost of the Sender or keep the Shipment for collection by the Sender, or (iii) accept and convey the Shipment without notifying the Sender and subsequently request an appropriate additional charge for any necessary special handling.

3. Sender’s Obligations

The Sender has the following obligations:

- To prepare and adequately pack the Shipment to ensure safe transportation with ordinary care in handling through an automated system;
- to (i) label the Shipment adequately, (ii) provide complete and accurate Shipment information and (iii) mark the Shipment with a complete address of the Consignee and the Sender. Any statement of value provided for customs or other information purposes shall not expressly be understood as a declaration of interest or value in the sense of international transport conventions (e.g. CMR, Montreal Convention), or provisions for insured items under UPU or of any comparable applicable provision providing for an extended liability as a consequence of such declaration;
- to obtain all necessary consents in relation to personal data provided to DHL including Consignee’s data as may be required for transport, customs clearance and delivery, such as email address and phone numbers; and
- to comply with all applicable customs, import, export, sanctions, embargos and other laws and regulations and attach to the Shipment any document as may be required to comply with such applicable laws and regulations. DHL PARCEL shall have no obligation to check the accuracy and completeness of the documents. If any document is missing, the Sender shall submit it forthwith upon request and at the latest within five working days. Failing timely receipt, DHL PARCEL may treat the Shipment as a Prohibited Shipment pursuant to Section 2.

The Sender shall indemnify and hold DHL PARCEL harmless from any loss or damage arising out of Sender’s failure to comply with applicable laws or regulations and for Sender’s breach of its obligations contained in Sections 2 and 3. This indemnity shall include damages caused to persons, facilities, third parties or other shipments due to handover of Prohibited Shipments, as well as any sanctions, fines, actions and claims asserted by the authorities due to infringements of applicable customs, import and export laws by the Sender.

4. DHL’s Services and Obligations

4.1 Delivery

Services with delivery to companies: DHL shall transport the Shipments to their destination and deliver them to the address specified by the Sender, unless expressly provided otherwise. Shipments to addresses with a central receiving area will be delivered to that area. If neither the Consignee nor any other person is present at the time of delivery or if DHL is not reasonably able to deliver the Shipment, it may be kept for pick-up by the Consignee at DHL destination office. DHL shall inform the Consignee of such non-delivery. If any Shipment’s weight, volume or the functional features of the property do not allow a person to perform the delivery, it shall be made at street level with the unloading means provided by the Consignee, or at DHL destination office.

Services with delivery to private customers: DHL shall transport the Shipments to their destination and deliver them to the address specified by the Sender, that may be a DHL ServicePoint or the address of the Consignee. In this last case, if neither the Consignee nor any other person is present at the time of delivery or if DHL is not reasonably able to deliver the Shipment, DHL may hand it over to a neighbour of the Consignee or keep it stored for its pick up by the Consignee at a DHL ServicePoint for a period of ten (10) calendar days from the day following the day of the notice to the customer, or at a similar storage facility. If any Shipment’s weight, volume or the functional features of the property do not allow a person to perform the delivery, it shall be made at street level.***

4.2 DHL PARCEL may use electronic devices to evidence delivery of a Shipment. Such electronic documentation constitutes sufficient proof of delivery.

4.3 If a Shipment is deemed to be unacceptable pursuant to Section 2, or it has been undervalued for customs purposes, or Consignee cannot be reasonably identified or located, or Consignee refuses delivery

or to pay customs duties or other Shipment charges, DHL PARCEL will use reasonable efforts to return the Shipment to the Sender at Sender’s cost, failing which and where permitted by local legislation, the Shipment may be released, disposed of or sold in accordance with such laws and without incurring any liability whatsoever to Sender or anyone else, with the proceeds applied against customs duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Sender. Where permitted by local legislation, DHL PARCEL will have the right to destroy any Shipment which any law prevents DHL PARCEL from returning to Sender as well as any Shipment of dangerous goods or perishable goods.

4.4 DHL will make every reasonable effort to deliver the Shipment according to its regular transit times that are estimated.

4.5 DHL may select the route for transport and subcontract all or part of the Service.

4.6 Receiver may be offered alternative delivery options such as “Re-routing to Servicepoint”, “Preferred Day” or “Delivery to Neighbour”, who shall be close to the original address. In case any of the mentioned deliveries cannot be performed, DHL will proceed as stated in 4.1. DHL will not assume any liability for any damages caused to the Sender or to the Consignee due to the use of the delivery options described above and that are not attributable to circumstances under DHL’s control.

4.7. Shipments cannot be delivered to PO boxes or postal codes.

4.8. You can find further details about the DHL Services and delivery options available for each product in each country in www.dhl.com, DHL Customer Service or at a DHL ServicePoint.

5 Charges and Duties

Unless otherwise agreed:

5.1 The price for transport and other Services (“Charges”) shall be charged in accordance with DHL’s then applicable rate list. Unless otherwise specified, the Charges are net rates exclusive of taxes and customs duties (“Duties”). The Sender shall pay the Charges prior to shipping and DHL shall request the Consignee to pay or reimburse the Duties.

5.2 The Sender, or the Consignee when DHL acts on the Consignee’s behalf, shall pay or reimburse DHL for all Charges and Duties owed for Services provided by DHL or incurred by DHL on the Sender’s or Consignee’s behalf. Payment of Duties may be requested prior to delivery. Payment by the Consignee shall release the Sender of its payment responsibilities.

5.3 It is the Sender’s responsibility to adequately inform the Consignee of the expected Charges and Duties. If the Consignee refuses to pay the Charges and Duties owed, this shall be deemed a refusal to accept delivery and the Sender shall remain jointly and severally responsible for their payment. In the event that neither party agrees to pay such Charges and Duties DHL may act as set in Section 4.3.

6. DHL’s Liability

6.1 DHL’s liability in respect of any one Shipment shall be limited in accordance with the following mandatory provisions:

- for cross border Shipments transported by road (which shall be deemed the default mode of transportation), DHL’s liability shall be or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (this equates to approximately EUR 10/kg).
- For national Shipments transported by road, the liability of DHL shall be limited in the terms provided in the Law-Decree n.º 239/2003 and will not exceed EUR 10/kg;
- for Shipments transported by air (including ancillary road transport or stops en route), DHL’s liability is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 19 Special Drawing Rights per kilogram (this equates to approximately 23€/kg).
- For Shipments transported by sea, the liability shall be limited by the applicable maritime transport legislation.

6.2 DHL’s liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL’s attention. Except where the Montreal Convention applies, this limitation does not apply to damage due to DHL’s wilful misconduct or such default as, in accordance with the applicable law, is considered as equivalent to wilful misconduct.

6.3. Unless other terms are set by any applicable law, DHL must be notified in writing at the time of delivery in the case of apparent Shipment damage and in the case of non-apparent Shipment loss or damage, at the latest within 7 calendar days except Sundays and holidays. Unless contrary to compulsory Law, the period of limitation for actions arising from the contract of carriage shall be one year.

7 Shipment Insurance

7.1 DHL shall answer for the losses and damages made to Shipments with accordance to the liability limits established in the present Terms and Conditions.

7.2 If the Sender regards these limits as insufficient:

For DHL PARCEL EUROPLUS, DHL PARCEL IBERIA and DHL PARCEL CONNECT: it can make a declaration of value and DHL may be able to arrange additional insurance covering the value in respect of loss or damage to a Shipment, provided that the Shipment is compliant with these Terms and Conditions and the Sender so instructs DHL in writing and pays the applicable premium.

For DHL PARCEL FOR YOU IBERIA service: DHL offers the possibility to arrange Shipment insurance with a maximum cover of 200 euros by paying the applicable premium. DHL shall indemnify the Shipper for the sum proved by the invoice, with the indicated limit, provided that the Shipment is compliant with the present Terms and Conditions.

7.3 Insurance does not cover indirect loss or damage, or loss or damage caused by delays. The following shall be excluded from the insurance cover under Section 7.2:

- loss and damage to Prohibited Shipments pursuant to Section 2;
- loss and damage to Shipments which was caused by inadequate or defective packaging;
- loss and damage to Shipments caused by the Sender; and
- loss and damage to Shipments claimed after expiry of the limitation period.

7.4 Further details of the transport insurance applicable to any Service are available upon request or at www.dhlparcel.pt.

8 Customs Clearance

DHL may perform any of the following activities on Sender’s behalf in order to provide its Services:

8.1 Complete any documents, amend product or Service codes, and pay any duties or taxes required under applicable laws and regulations.

8.2 Act as Sender’s forwarding agent for customs and export control purposes and as Consignee solely for the purpose of designating a customs broker to perform customs clearance and entry.

8.3 Redirect the Shipment to Consignee’s import broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorised.

9 Circumstances beyond DHL’s Control

DHL is not liable for any loss or damage arising out of circumstances beyond DHL’s reasonable control. These include but are not limited to (i) electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; (ii) any defect or characteristic related to the nature of the Shipment, even if known to DHL; (iii) any act or omission by a person not employed or contracted by DHL (e.g. Sender, Consignee, a third party, customs or other government official); (iv) any force majeure event (e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action); and (v) any other defences available under applicable law.

10. Alternative Dispute Resolution

10.1 In the event of a consumer dispute, in accordance with the provisions of Law no. 144/2015, of September 8th, the consumer may appeal to the competent alternative dispute resolution entity.

10.2 Without prejudice, and in accordance with applicable laws, statutes and regulations to which alternative dispute resolution entities are bound, it is considered competent to settle consumer litigation, the local consumer dispute resolution entity of the conclusion of the contract for the sale of the asset or the provision of services, or alternatively, an alternative expert resolution entity, if it exists.

10.3 If there is no alternative dispute resolution entity with jurisdiction at the place of conclusion of the contract or provision of the service or the existing one(s) does not consider itself competent because of its value, the consumer can appeal to the National Center for Information and Arbitration of Consumer Disputes, located in Lisbon, with the electronic address: cniaacc@unl.pt and available at www.cniaacc.pt. For more information you can also consult the Consumer Portal (www.consumidor.gov.pt).

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10.4 DHL is not a member of any Alternative Dispute Resolution center and, except for the cases compulsory by Law, is not obliged to settle any disputes by this means.

10.5 Pursuant to no. 1 of Clause 15 of the Portuguese Decree-Law no. 29/96, of July 26, the consumer may, unilaterally, subject to necessary arbitration through the competent Alternative Dispute Resolution center for the disputes arising from the services established in the applicable law as compulsory for the service provider.

11. Miscellaneous

11.1 DHL will collect, store and process personal data provided by the Sender or the Consignee as required for the provision of the Services, in accordance with applicable laws and the Deutsche Post DHL Data Privacy Policy, which is available at <https://www.dhl.com/pt-en/home/our-divisions/parcel/footer/privacy-notice.html>. DHL will notify courts and public authorities of customer data as may be legally required.

11.2 The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions. The parties shall replace the ineffective provision so that any new provision is effective and corresponds as far as possible to the meaning and purpose of the provision being replaced and the other terms of this agreement.

11.3 Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the jurisdiction of the courts of Lisbon, and governed by the law of the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

**For Dangerous Goods packed in Limited Quantities (LQ) and lithium batteries you should contact DHL customer service.*

***Limit no applicable to DHL PARCEL EUROPLUS services.*

**** For shipments with international destination except for Portugal and Spain, the delivery to a neighbour and/or the retention period in a DHL ServicePoint shall vary depending on the destination country.*