

**DHL GLOBAL FORWARDING (DGF)
DHL ASIACONNECT (LTL) – DHL ASIALINE (FTL)
TERMS AND CONDITIONS OF DELIVERY**

IMPORTANT NOTICE: When ordering DHL GLOBAL FORWARDING (DGF) services you, as "Customer", are agreeing on your behalf and on behalf of anyone else with an interest in the Goods that these Terms and Conditions of Delivery shall apply from the time that DGF accepts the Goods for provision of Services unless otherwise agreed in writing by an authorized officer of DGF.

"Goods" means any and all packages, pallets or other unit that are delivered by you to DGF being the subject matter of the services provided by DGF to you (the "Services"). All Goods are transported on a limited liability basis as provided herein. If you require greater protection, Additional Insurance Protection may be arranged at an additional cost in accordance with Section 7 below.

"Shipment" means all the Goods that travel under one consignment note.

1. Unacceptable Goods.

Customer warrants that the Goods are properly packed, labeled and presented and are acceptable for transportation. Furthermore, they do not contain:

- Any article classified as hazardous material, dangerous goods, prohibited or restricted articles by DOT (Department of Transportation), TSA (Transportation Security Administration), IATA (International Air Transport Association) or any applicable government department or other relevant organization;
- Animals, articles of extraordinary value such as but not limited to bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs.

Customer will not offer for transportation any Goods that contain the articles listed above or which DGF decides in its sole discretion cannot be transported safely or legally.

2. Deliveries & Undeliverable

Goods cannot be delivered to PO boxes or postal codes. Goods are to be delivered to the recipient's address given by Customer, but not necessarily to the named recipient personally. If the recipient refuses delivery, or the Goods is deemed to be unacceptable, or the recipient cannot be reasonably identified or located, DGF shall use reasonable efforts to return the Goods to Customer at Customer's cost and without affecting Customer's obligation to pay the delivery charges for the intended delivery, failing which the Goods may be released, disposed of or sold by DGF without incurring any liability whatsoever to Customer or anyone else, with the proceeds applied against the delivery charges, storage charges and related administrative costs incurred by DGF, and the balance of the proceeds of the sale (if any) shall be returned to Customer.

3. Inspection

DGF has the right to open and inspect the whole or any part of the Goods without prior notice to Customer. If at any time during or after the acceptance by DGF of the Goods and these are found to contain articles that are deemed unacceptable for transport as described in Section 1, DGF reserves the right to reject such Goods and return the Goods to Customer at Customer's cost.

4. Delivery Charges and billing

DGF's delivery charges are calculated according to the Rate Cards agreed between DGF and Customer. Customer shall pay or reimburse DGF for all delivery charges, storage charges, related administrative costs and taxes owed for Services provided by DGF or incurred by DGF on Customer's or Receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the Goods are deemed unacceptable for transport as described in Section 1.

5. DGF's Liability

Notwithstanding any other provisions in these Terms and Conditions of Delivery, DGF excludes liability for any claim relating to loss, damage, destruction, non-delivery, mis-delivery, unauthorized delivery of or to the Goods save where caused by the neglect or willful default of DGF, its employees or sub-contractors (acting in furtherance of their duties as sub-contractors).

DGF contracts with Customer on the basis that DGF's liability is strictly limited to direct loss to the Goods only and further limited to the limitations of liability in this Section 5. All other types of loss or damage are excluded (including but not limited to loss of profits, loss of incomes, loss of sales, loss of market, loss of future business, loss of goodwill, loss of reputation, third party claims), whether such loss or damage is special or indirect or consequential in nature and even if the risk of such loss or damage was brought to DGF's attention before or after acceptance of the Goods by DGF.

DGF's liability for loss or damage to the Goods or any portion thereof is limited to:

- LTL: USD 10.00 per kilogram up to a maximum of USD 3,500.00 per Shipment
- FTL: USD 10.00 per kilogram up to a maximum of USD 15,000.00 per Shipment
- Subject to relevant local mandatory legislation (if applicable)
- Subject to other limits as may be specified in the quotations or contracts as agreed by the Parties.

Should any article of extraordinary value as defined in section 1 be inadvertently accepted for services, DGF's liability for loss or damage thereto shall be limited to USD 100.00 per Shipment.

If Customer regards these limitations of liability as insufficient and takes up Additional Insurance Protection as described in Section 7, Customer will be entitled to the benefits stated in such Additional Insurance Protection. If Customer has not taken up any such Additional Insurance Protection, Customer shall assume all risks of loss or damage beyond DGF's limits of liability and liability exclusion set out in these Terms and Conditions of Delivery.

DGF shall have no liability for any shortfall in Goods contained in sealed packages, parcels or pallets. For damages to Goods within seal packages, parcels or pallets, DGF shall not be liable if there is no visible damage to the exterior of such packages, parcels or pallets.

6. Claims

All valid claims are limited to one claim per Shipment under one consignment note, the settlement of which shall be full and final for any and all loss or damage in connection therewith. All valid claims are to be submitted in USD and similarly all claims shall be settled in USD. Claims must be submitted in writing to DGF within seven (7) days after the delivery of the Goods, except that claims for failure to make delivery must be submitted in writing within seven (7) days after the expected day of delivery of the Goods. Written notice of concealed damage or damage within a package, parcel or pallet must be given to DGF within fifteen (15) days after the delivery of the Goods. All notices of claims must set out: (a) facts sufficient to identify the Goods involved; and (b) an assertion of liability for damages. Any legal proceedings shall be brought within twelve (12) calendar months of the date of the event giving rise to the claim. In the event of a failure to comply with any of the time-lines for claims stated above as applicable to the circumstances in question, DGF shall be discharged of any and all liability whatsoever howsoever arising.

All of the original shipping cartons, packing and contents must be made available for DGF's inspection and retained until the claim is concluded.

DGF is not obliged to act on any claim until all delivery charges in relation to the affected Shipment have been paid in full.

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7. Additional Insurance Protection

If the Goods has an actual value greater than the liability limits listed in Section 5, DGF can (subject to the review and approval of DGF's insurer and local law) arrange for Additional Insurance Protection for Customer's interests and benefit covering the actual cash value with respect to the physical loss of or damage to the Goods provided the applicable premium is paid, subject to Section 9 herein. Such requests should be communicated in writing to DGF's Customer Service or Sales Personnel for the cover to be arranged. The Additional Insurance Protection does not cover other types of loss or damage (including but not limited to loss of profit, loss of income, loss of sales, loss of future business, loss of goodwill, loss of reputation, third party claims), whether such loss or damage is special or indirect or consequential in nature and even if the risk of such loss or damage was brought to DGF's attention before or after acceptance of the Goods by DGF. If Customer does not request Additional Insurance Protection and pay the applicable premium, Customer assumes all risks of loss or damage over the amount of DGF's liability as stated in Section 5.

8. Delayed Delivery

DGF will make every reasonable effort to deliver the Goods according to DGF's regular delivery schedules or such schedules as indicated to the Customer, but these are not guaranteed and do not form part of the contract. DGF is not liable for any damages or loss caused by delays.

9. Circumstances Beyond DGF's Control

DGF is not liable for any loss or damage arising out of circumstances beyond DGF's control. These include but are not limited to acts of God (e.g., earthquake, cyclone, storm, flood, fog), war, plane crash or embargo, riot or civil commotion, acts of terrorism, acts of crime like hijack or robbery, public disorder, strikes or industrial action, acts of the public enemy, acts of government, acts of public authorities, acts or default of the Customer, consignee, or other parties who claims an interest in the Goods and any inherent defect, characteristic or vice in the Goods.

10. Customer's Warranties and Indemnity

Customer shall indemnify and hold DGF harmless from any loss or damage arising out of Customer's failure to comply with any applicable laws or regulations and for Customer's breach of the following warranties and representations:

- All information provided by Customer or its representatives is complete and accurate;
- The Goods were prepared in secure premises by Customer's employees;
- Customer protected the Goods against unauthorized interference during preparation, storage and transportation to DGF;
- The Goods are properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- All applicable customs, import, export and other laws and regulations have been complied with; and
- The consignment note has been signed by Customer's authorized representative and these Terms and Conditions of Delivery constitute binding and enforceable obligations of Customer.

A breach of any of these warranties and representations shall absolve DGF from any and all liability whatsoever for loss of or damage to the Goods incurred as a result. Furthermore, Customer shall be liable to DGF for any and all claims, fines, penalties, losses, damages and costs whatsoever incurred by or imposed upon DGF as a result.

11. Routing

Routes described by DGF for delivery of the Goods are merely indicative and DGF shall be entitled to change the routes, including intermediate stops, at its sole discretion. The Customer agrees to all routing and diversion, including the possibility that the Goods may be carried by intermediate transporter and/or via intermediate stopping places and/or alternative routes without DGF informing Customer of the same.

12. Subcontract

DGF shall be entitled to subcontract any of the Services without the prior written consent of or notice to Customer but DGF shall remain liable for the due performance of such Services subject to and in accordance with these Terms and Conditions.

13. External Trade Export Rules/Compliance

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

- 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;
- 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;
- Shipper will inform DGF should the shipment be subject to any applicable sanction, and/or export/re-export restrictions under applicable Export Laws
- 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.

14. Governing Laws

These Terms and Conditions shall be governed by and construed in accordance with the laws of the country of origin of the Shipment. Any dispute arising under or in any way connected with these Terms and Conditions of Delivery shall be subject to the non-exclusive jurisdiction of the courts of the country of origin of the Shipment.

15. Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions of Delivery.