



Shipping conditions for the „DHL Euroline“ product

(next as „Shipping conditions“)

The following shipping conditions regulate all shipping performed through the DHL Euroline (domestic and the international road shipping system for full-load and part-load consignments).

DHL Freight Slovakia, s.r.o. reserves the right to amend and supplement these conditions.

1. Transported goods

1.1 DHL Freight accepts goods for shipping except for the following ones:

- living animals,
- human and animal remains,
- dangerous goods of class 1, 6.2 and 7 (ADR)
- a consignment, whose transfer to the required country is commonly not permitted according to the law of the Slovak Republic, regulations of the EU, or according to the law of the state where the recipient resides,
- cigarettes and narcotics,
- weapons and goods counterfeits, which violate copyrights

1.2 The following consignments may not be forwarded for transport without a written confirmation by DHL Freight in the order:

- Other dangerous goods sensitive to heat, perishable goods and goods with amount more than 50.000€ per transport (full-load or part-load).

Such consignments may be accepted for shipment only upon a preceding contract with DHL Freight in writing.

- Oversize goods:

Consignments exceeding measure of vehicle may be accepted for shipping only upon a preceding agreement with DHL Freight and will be calculated separately. (DHL Freight Specialities).

2. Calculation of weight of charges

For part-load goods the payable weight is calculated based on comparing between real physical weight of consignment and volume, which were ordered for transport.

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821 04 Bratislava

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Business register:
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Voluminous goods will be invoiced according to the volumetric coefficient $1 \text{ m}^3 = 250 \text{ kg}$. One loading meter will be invoiced as an equivalent of 1.650 kg. Voluminous goods are defined as goods, where volume is exceeding real weight of consignment based on volumetric calculation a stated above.

3. Shipping order

In order to have the order correctly processed and the consignment transferred for shipping, the party placing the shipping order must provide the following:

- duly completed shipping order,
- original copy of the business invoice for export to the countries outside the European Union (in case of shipping to the European Union countries it is not necessary to provide a business invoice to the transported goods, it may be replaced by a bill of delivery or another shipping document),
- export customs document or other accompanying documents necessary for clearance of goods abroad

The order must contain the following data:

- full data of the shipper – his first name and surname in case of a natural person and full designation of the business company, in case it is a legal person, including the contact person and telephone number, accurate address, including Post Code, Company ID, VAT ID
- accurate address of the loading and unloading place of the consignment, including the contact person and telephone number
- date of loading at the shipping place, respectively specification of the time range of the loading possibility
- date of unloading at the receiving place, respectively specification of the time range of the unloading possibility
- full data of the shipping payer, in case he is not identical with the customer. However the customer is liable to DHL Freight for the payment of the freight from the person specified
- data of the consignment – goods description and package (weight, parameters, number of loading pieces, goods character - generic name of the consignment, value of consignment)
- special requirements (e.g. time slots, need of tail lift truck, pallet truck, etc.)
- forwarder's fee

The order from customer side must be sent latest up to 12am one working day before loading date (full-load) and up to 4pm two working days before loading date (part-load). The order sent after recommended hours must be agreed by DHL Freight.

The party placing the shipping order is liable for all the consequences resulting from the missing or incorrectly entered data needed for shipping.

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In case that customer will cancel transport order up to 12 hours before ordered pick up time of consignment, from 8am until 5pm during working days, DHL Freight has the right to ask customer for lump-sum compensation in amount of 20% from the transport charges, for international transport min. 150 EUR and for domestic transport min. 30 EUR.

4. Package and labelling of the consignment

The consignor is obliged to forward the consignment for shipping as an integrated manipulation unit in a proper package, in order to have it protected during the shipping and handling from loss, damage and destruction, in order not to damage the jointly transported consignment, means of transport and at the same time not to endanger that security of persons handling the consignment.

Liability for damage and additional expenses resulting from the inadequate package will be carried by party that issued the incorrectly or inadequately packed consignment for shipping.

5. Shipping and payment conditions

Transport charges for part-loads and full-loads of DHL Euroline is determined individually according data listed by request as well as required additional services.

DHL Freight reserves the right to amend the rate in case, that weight, measures or the rest of data in order listed by customer won't correspond.

The transport charges do not include tariffs for above standard services, which were not listed in request, i.e. further services, such as changing of pallets, two drivers, additional loadings, additional unloadings etc. In such cases a preceding agreement with DHL Freight is required. Transport charges are invoiced to the party responsible for the transport charges in accordance with the delivery conditions.

The transport charges do not include above waiting time at consignor or consignee. In case is not agreed differently, transport charges include max. two hours loading time as well as max. two hours the unloading time. DHL Freight charge the customer of transport with 30 € per each started waiting hour, but max. 300 € per day.

The payment term of the invoices for shipping and expenses related to this shipping (such as premium, surcharge for the shipping of above standard goods) is 14 days as of the issuance of the invoice of DHL Freight for payer of the transport charges, if other conditions of payment terms are not mentioned in the agreement.

The original of CMR is not normally included with invoice. It is possible to send original of the CMR on request for additional costs of 1,50 EUR per one CMR.

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In case the transport charges are not paid by the ordering party, the ordering party is liable for the payment of the transport charges, and if the transport charges are not paid within the payment term by the specified transport charges payer,

DHL Freight is entitled to demand the payment of the transport charges from the ordering party who placed the order.

6. Shipping period

The shipping period is normally stated with one driver, while the other conditions in request were not listed differently. The shipping period is always determined in working days. The loading date is not included to shipping date.

7. Liability of the forwarder and insurance

The liability of the consignor as well as forwarder of domestic transport are ruled by the relevant provision of the Commercial Code and in the international road transport of freight is ruled by the relevant provision of the international CMR Convention – Convention on the Contract for the International Carriage of Goods by Road. According to this Convention the damage compensation reaches the limit of 8.33 XDR for 1 kg of gross weight of the damaged goods.

In case delivery time was exceeded and aggrieved can prove this caused or may cause the damage, forwarder is responsible for damage only to height of transport costs.

Extended liability fee (Insurance above the frame of the CMR Convention) may be agreed according to the valid tariff rates of DHL Freight individually upon the ordering of the shipment.

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8. Value Added Services and surcharges

| Value added services, Surcharges | Price (without VAT) |
|--|--|
| Fuel Surcharge | In accordance of valid Fuel Surcharge tariff |
| Peak Season Surcharge (charged in the period from 01.09. to 31.12.) | 5.90% of the transport price |
| Shipper Interest Insurance (Goods insurance) | In accordance of valid Insurance tariff |
| Transport of dangerous goods (except RID / ADR class 1,6,2,7) | On request |
| Customs services (Export, Import, Transit) | In accordance of valid price list from Gerlach European Customs Services, s.r.o. |
| Demurrage fees (includes max. two hours loading time as well as max. two hours unloading time) | 30 EUR / each started waiting hour, max 300 EUR / day |
| Return of confirmed client's documents (not CMR, POD) – 1 page – per scan | 0,60 EUR |
| Return of confirmed client's documents (not CMR, POD) – 1 page – per post | 1,50 EUR |
| Return of the shipping packages | On request |
| Pick up / Delivery of the goods during weekend | On request |
| Pick up / Delivery of the goods during public holidays | On request |
| Return of non delivered goods to the pick up address | 100% from transport charges |
| Send of POD copy (Proof of Delivery; not relevant in case of claim) – per scan | 0,60 EUR / 1 POD |
| Send of POD copy (Proof of Delivery; not relevant in case of claim) – per post | 1,50 EUR / 1 POD |
| Cancellation of the order – International transport (up to 12h before ordered time for pick up of consignment, from 8am until 5pm during working days) | 20% from transport charges, min. 150 EUR |
| Cancellation of the order – Domestic transport (up to 12h pred before ordered time for pick up of consignment, from 8am until 5pm during working days) | 20% from transport charges, min. 30 EUR |

9. Claims and claim terms

Loss of the shipment or damage, which is clearly visible must be claimed by the consignee immediately upon the reception of the shipment and all documents as a protocol of damage to the claim and the bill of delivery signed by the driver delivering the shipment, noted with claim from consignee must be attached to the claim.

When the consignee will receive the shipment without clearly visible damage or loss, he is obliged to claim in writing in international transport within 7 working days as from the shipment reception.

In case the consignee duly took over the shipment from the forwarder and checked the obvious state of the shipment and the consignee did not report within 7 days as from the shipment reception, then pursuant to Art. 30 clause 2 of the CMR Convention the claim is not admissible.

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10. Contractual penalties

Contractual penalties do not affect the damage compensation claim and are payable within the period of 14 days since the call of DHL Freight for remittance.

11. Applicable law. Responsibility, jurisdiction and place of execution.

- a) The legal enactment of the domestic road transport of goods is ruled by the relevant provisions of the Commercial Code and in the international road transport of freight is ruled by the relevant provision of the international CMR Convention.
- b) The applicable law is the law valid in the Slovak Republic.
- c) The customer obliges to compensate the damage caused to DHL Freight, in case DHL Freight accepts their shipment order. The customer obliges to compensate DHL Freight for the damage caused to DHL Freight by handing over the shipment in conflict with Art. 1 of these conditions
- d) These general conditions form an integral part of the shipping contract, which shall be concluded between the customer and DHL Freight.
- e) The jurisdiction will be determined in accordance with Art. 31, res. 33 of the CMR Convention.

Published on 20. December 2021

Valid from od 20. December 2021

Version: 4.

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