



Terms and Conditions of Carriage for “DHL Road Freight Direct” (hereinafter referred to as the “Conditions of Carriage”)

These Conditions of Carriage govern the conditions of any shipment procured by DHL Road Freight Direct (a system of partial load and full-truck load transport within domestic and international road transport) and form part of any contract between DHL and the customer procuring the shipment via DHL Road Freight Direct. Those parts of the Conditions of Carriage that, by their nature, relate only to the procurement of international carriage shall not apply to the procurement of domestic carriage of shipments. The deviating provisions of the freight forwarding contract shall prevail over the text of the Conditions of Carriage. The provisions of the Conditions of Carriage shall prevail over the text of the Commercial Code and the Civil Code insofar as the mandatory provisions of these regulations so permit.

1. Transported goods

1.1. DHL Freight Slovakia, s.r.o. (hereinafter referred to as “DHL”) accepts for carriage shipments containing goods with the following exceptions:

- Live animals
- Human and animal remains, including those cremated
- Dangerous goods of Class 1, 6.2 and 7 (ADR)
- Shipment whose carriage to the requested country is not normally permitted under the laws of the Slovak Republic
- EU regulations, or the laws of the state in which the recipient is established
- Cigarettes, narcotics
- Weapons (air, gas, toy, functional, and non-functional), weapon parts, look-alike weapons, ammunition
- Counterfeit goods that infringe copyright

1.2. The following shipments may not be released for carriage without written confirmation from DHL:

- Other dangerous goods, temperature-sensitive goods, perishable goods, and goods with a value of more than EUR 50,000 for carriage (partial load and full-truck load)
Such shipments may only be accepted for carriage under a prior written contract with DHL.
- Oversized goods:
Shipments that exceed the size of the vehicle may only be accepted for carriage under a prior agreement with DHL and are subject to a separate charge.

2. Calculation of volume, weight charged

The weight charged for partial load shipments is calculated by comparing the actual physical weight of the shipment or the calculated weight (volume or load meter) of the shipment that has been accepted for carriage. The recalculated weight shall be charged on the basis of the volumetric coefficient of $1 \text{ m}^3 = 250 \text{ kg}$ or one loading metre shall be charged as the equivalent of 1,650 kg, whichever method of conversion results in the higher book weight.

3. Order for carriage procurement (hereinafter referred to as the “order”) and conclusion of a freight forwarding contract

For the order to be processed properly and the shipment to be handed over for carriage, the person placing the order for carriage procurement (hereinafter referred to as the “customer”) must provide:

- A properly completed written carriage order
- The original commercial invoice for exports to countries outside the European Union (for shipments to European Union countries, it is not necessary to provide a commercial invoice with the shipment, it may be substituted by a delivery note or another transport document)
- Export customs documents or other accompanying documents necessary for the customs clearance of the goods abroad.



The order must contain the following information:

- Full details of the customer – in the case of a natural person: name and surname, address, in the case of a natural person who is an entrepreneur also business name, place of business, Company ID number, VAT ID number and registration number in the relevant register, in the case of a legal person: business name, registered office, Company ID number, VAT ID number and registration number in the relevant register, including a contact person and telephone number
- The exact address of the place of loading and unloading of the shipment, including a contact person and telephone number
- The date of loading at the place of dispatch, specifying the time span of the loading option, if applicable
- In the case of a request for time-definite delivery, the date of unloading and, if applicable, a specification of the time span of the unloading options
- Full details of the payer of the carriage to the extent referred to in the first bullet point unless the payer is identical to the customer. The customer shall be liable to DHL for the payment of the consideration for the services rendered by the specified person, which is expressly acknowledged by the placing of the order.
- Shipment data – description of the goods and their packaging (weight, dimensions, number of packages, nature of the goods – standard shipment labelling)
- Special requirements (e.g. time period, need to use a hydraulic truck, pallet truck, etc.)
- Remuneration to DHL (the price for procuring the shipment)

The order can be placed in written form, in the form of an email as a scan of a signed order, by filling in the order form, via electronic ordering tools. By placing an order, the customer agrees not to require the fulfilment of any other conditions for the conclusion of a freight forwarding contract (in particular, but not limited to the conditions under Section 5 (3–6) of Act No. 22/2004 Coll. No. 128/2002 Coll. on State Control of Internal Market in Consumer Protection Matters and on amendments to certain acts, as amended by Act No. 284/2002 Coll.).

The customer agrees without reservation that in all the aforementioned cases, they consider the chosen form of concluding the freight forwarding contract to have been made by means which undoubtedly enable the content of the legal act to be captured and the person who made the legal act to be identified, and therefore consider the freight forwarding contract thus concluded to be a written form of legal act which complies with the requirements of the applicable legal regulations and to be a valid legal act.

The customer is liable for all consequences resulting from missing or incorrectly entered data for the transport and procurement of carriage.

Upon written confirmation of the order by DHL (email form is sufficient), the freight forwarding contract shall be deemed to be concluded.

If the order is cancelled by the customer within 12 hours prior to the requested time of arrival of the vehicle for loading, between 8:00 AM and 5:00 PM on weekdays, DHL shall be entitled to claim from the customer a flat-rate compensation of 20% of the service fee, with a minimum of EUR 150 for international shipments and a minimum of EUR 30 for domestic shipments.

The customer agrees that communication with the freight forwarder (including the conclusion of the contractual relationship) may take place in languages other than the national language.

DHL shall be entitled to request additional or supplementary instructions at any time regarding the procurement of the shipment carriage.

4. Shipment packaging and labelling

The sender is obliged to present the shipment for carriage as a complete handling unit in proper packaging in order to protect it from loss, damage or destruction during carriage and handling, to not damage the shipments being transported together, the means of transport, and to not endanger the safety of the persons handling the shipment.



Liability for damages and additional costs resulting from inadequate packaging shall be borne by the party who sent the incorrectly or inadequately packed shipment.

5. Remuneration (price for the provided services) and payment terms

For DHL Road Freight Direct partial load and full-truck load transport, the fee for services provided is determined individually according to the information provided at the time of the request and the additional services required.

The remuneration does not include the price for extra services not specified in the request, i.e. additional services such as pallet exchange, two drivers or multiple loadings, multiple unloadings, etc. In such cases, prior agreement with DHL is required. Remuneration for services provided shall be charged to the entity responsible for payment of remuneration and costs for services provided under the Conditions of Carriage.

The consideration for services provided does not include any charges for excessive waiting times incurred by the sender or the receiver. Unless otherwise agreed, the remuneration for services provided shall include loading up to a maximum of 2 hours and unloading up to a maximum of 2 hours. By default, DHL charges the customer EUR 30 for each hour of waiting, up to a maximum of EUR 300 per day.

DHL shall be entitled to unilaterally change the amount of the remuneration for services provided in the event that differences are found between the data in the order and the actual condition and parameters of the shipment accepted for carriage. Differences shall be deemed to be any differences in the dimensions or weight of the shipment as well as the place of loading/unloading of the shipment. Additional services received beyond the scope of the order will be charged by agreement.

Invoices shall be sent electronically to the previously agreed email address under the conditions set out in Annex 1 hereto.

Invoices for services provided and costs related to such carriage (such as insurance premiums and surcharges for carriage of extra goods) are due 7 or 14 days from the date of the DHL invoice unless otherwise contractually agreed.

By default, the original copy of the CMR consignment note is not sent with the invoice. The original copy of the CMR consignment note can be delivered additionally upon request for a fee of EUR 1.50 per consignment note.

A scan of the consignment note (CMR) can be downloaded free of charge via the Active Tracing app (<https://activetracing.dhl.com/DatPublic/datSelection.do>) after registration.

If the remuneration for the services provided is not paid by the customer, the customer shall be liable for payment of the remuneration for the services provided. If payment for services provided is not received from the named payer of the remuneration by the due date, DHL shall be entitled to claim payment for the services provided from the customer.

DHL shall be entitled to set off any of its claims, whether due or not, against any claims of the customer. DHL shall be entitled to transfer (assign) the freight forwarding contract, any part thereof or any rights or obligations arising therefrom to another entity without the consent of the customer. The customer is not entitled to set off any of their claims against DHL's claims, to assign any claim against DHL to another entity or to assert it through another entity, to assign the freight forwarding contract or any part thereof or any rights or obligations arising therefrom to another entity without DHL's written consent.

6. Transport time

The transport time is always determined using one driver unless otherwise specified when placing the request. The transport time is always determined in working days. The day of shipment pick-up is not included in the transport time.

If there is a public holiday in the country of shipment pick-up, in the country of transit, or in the country of delivery, the transport time is automatically extended by the number of days the public holiday lasts.



7. Shipment pick-up and delivery

The pick-up of the shipment from the sender usually takes place on the next working day after the delivery of the order for carriage or at another pre-determined date agreed upon with the customer.

When accepting the shipment for transport, the sender confirms the consignment note with their signature and stamp, thereby agreeing to the data on it (number of packages, packaging, weight and dimensions of the shipment, place of unloading). If DHL's authorised person discovers that the packaging of the shipment is missing or insufficient, they will only accept the shipment with a reservation indicated on the waybill and the sender's verifiable agreement with such reservation.

Upon acceptance of the shipment, a copy of the waybill will be given to the sender as proof of acceptance of the shipment.

During delivery of the shipment, in addition to the paper receipt, an electronic receipt on the driver's mobile device with the electronic signature of the recipient shall also be considered as proof of delivery of the shipment. During delivery of the shipment to a legal entity (LE), the recipient is obliged to notify the DHL driver of the name and surname of the person receiving the shipment, which the driver will enter into the mobile device.

The electronic confirmation is equivalent to the paper confirmation, fulfils all the necessary requirements under the applicable legislation, and is considered to be valid proof of the performance of the service.

If the shipment, upon receipt by the receiver, shows visible discrepancies in the number of items transported, or there is damage or other apparent inconsistencies, the receiver shall be obliged to note this fact on the transport document. If no such fact is recorded at the time of acceptance of the shipment and is reported at a later time, it will not be possible to accept the complaint as justified and to claim compensation for the discrepancy.

DHL has the right to open the shipment if the condition of the shipment or its packaging poses a risk of damage to other shipments, damage to health or property of DHL or third parties. The rights of government authorities to open and otherwise handle the shipment shall remain unaffected.

If DHL becomes aware that a shipment does not comply with any of the restrictions or conditions hereof, DHL may refuse to carry the relevant shipment, and if carriage has already commenced, DHL may suspend the carriage and withhold the shipment. DHL may also suspend the carriage if the shipment cannot be delivered, if the recipient refuses to accept the shipment, if delivery cannot be made because the address is incorrect (after all reasonable efforts have been made to locate the correct address), or if amounts payable by the recipient upon delivery cannot be collected. DHL shall also be entitled, in such cases, to return the shipment to the sender at its discretion or shall have the right to destroy or sell the shipment by way of direct sale at its discretion. The proceeds of such sale shall be used to pay for all the fees, costs, or expenses incurred in connection with the handling of the shipment, with the remainder of the proceeds going to the sender.

8. DHL liability and insurance

The liability of DHL, as well as that of the carrier in domestic carriage, shall be governed by the relevant provisions of the Commercial Code, and in international carriage by road shall be governed by the relevant provisions of the CMR Convention – International Convention on the Contract for the International Carriage by Road, unless otherwise provided herein.

DHL shall only be liable for damages up to the amount of the basic remuneration for the services provided (excluding the price of additional and extra services), if the contractually agreed fixed delivery time is exceeded and the injured party proves that the damage was caused by this reason.



DHL, as the freight forwarder, is only liable for damage to the accepted shipment that occurred during carriage, and it could not have been prevented with due professional care. DHL is not liable for *vis major* damage. DHL shall never be liable for any subsequent and/or indirect damage that may arise as a result of loss or damage to the shipment or failure to meet the delivery deadline.

If DHL is liable as a freight forwarder for damages, its obligation to provide compensation is limited as follows:

In the event of damage to a shipment during international carriage on a vehicle or handling related to the carriage (e.g. loading, transshipment, unloading), the amount of damage DHL is obliged to compensate for is limited to a maximum of XDR 8.33 per 1 kg gross weight of the damaged, destroyed, or lost goods.

In the event of damage to a shipment during domestic carriage on a vehicle or handling related to the carriage (e.g. loading, transshipment, unloading), the amount of damage DHL is obliged to compensate for is limited to a maximum of XDR 50,000 per damage event.

In the event of a special interest in delivery at a special charge, the terms and conditions under the applicable DHL tariff can be agreed upon individually when ordering the carriage.

The customer shall be responsible for and shall pay and indemnify DHL for all costs and expenses (including storage costs) incurred by DHL, any losses, taxes, duties, customs and other charges which DHL may incur and any claims made against DHL due to the shipment not conforming to any of the restrictions or conditions or declarations set out herein or due to any refusal or suspension of carriage or return of the shipment (or any part thereof) by DHL which is permitted hereunder. In the event of the return of the shipment (or part thereof), the sender shall also be responsible for all return freight charges.

9. Additional services and surcharges

ADDITIONAL SERVICES, SURCHARGES	Price (excluding VAT)
Fuel surcharges	Subject to the current fuel surcharge
Seasonal surcharge (charged from 1 September to 31 December)	5.90% of the transport price
Goods insurance	As per the insurance rates
Carriage of dangerous goods (except goods of RID/ADR classes 1,6,7)	Varies, upon request
Customs services (clearance for import, export and transit of goods)	As per the price list of Gerlach European Customs Services, spol.s r.o.
Standing fees (2 hours of waiting at loading and unloading sites included)	EUR 30 per every started hour, up to a maximum of EUR 300 per day
Return of the customer's confirmed documents (not CMR, POD) – 1 page – using scanning	EUR 0.60
Return of the customer's confirmed documents (not CMR, POD) – 1 page – using post	EUR 1.50
Return of transport packaging	Varies, upon request
Weekend delivery or pick-up	Varies, upon request
Delivery or pick-up on public holidays	Varies, upon request
Return of undelivered goods to the pick-up address	100% of the price
Sending a copy of the delivery confirmation (not applicable to cases subject to the complaints procedure) – using scanning	Varies, upon request
Sending a copy of the delivery confirmation (not applicable to cases subject to the complaints procedure) – using post	Varies, upon request
Order cancellation – up to 12 hours prior to the requested loading time between 8:00 AM and 5:00 PM on weekdays	20% of the remuneration for services provided, at least EUR 30 for domestic carriage, at least EUR 150 for international carriage



Order cancellation – on the day of loading	50% of the remuneration for services provided
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10. Complaints and complaint periods

The recipient is obliged to thoroughly inspect the shipment and the goods and check the integrity of the transport packaging (tape, film, cardboard) when accepting the shipment. The loss of the shipment or damage that is visibly recognisable as soon as the loss is discovered or when accepting delivery of the shipment must be reported by the recipient in a complaint. The complaint must include a damage report and the consignment note with the recipient’s reservation signed by the driver delivering the shipment.

If the recipient takes delivery of a shipment without visible damage and later discovers damage or loss, the recipient must report the damage or loss in a written complaint within 7 working days of taking delivery of the shipment and must prove that the shipment had the claimed defects at the time of its receipt by the recipient.

If the recipient has duly received the shipment from the carrier with an inspection of the apparent condition of the shipment and has not reported the apparent defects within 7 working days of receipt of the shipment, then the complaint shall be rejected.

Claims arising from carriage are subject to a 1-year limitation period. The limitation period begins to run:

- on the date of delivery of the shipment in the event of partial loss of the shipment, damage to the shipment, or exceeding of the delivery period
- on the 30th day after the expiry of the agreed delivery period in the case of total loss of the shipment. If no delivery period has been agreed upon, on the 60th day after receipt of the shipment by the carrier.
- in all other cases, on the expiry of three months from the date of contract conclusion. The day on which the limitation period begins to run shall not be included in the limitation period.

If the complaint is partially accepted, the limitation period shall run for the part of the complaint that remains disputed. Proof of the acceptance of the complaint or of the reply thereto and of the return of the documents shall be provided by the party who alleges these facts. Subsequent complaints in this respect shall not stop the limitation period from running.

If the complaint does not contain all the particulars or if additional information or documents are required, DHL shall be entitled to request the customer to supplement them. The customer shall be obliged to supplement the requested information or documents within ten (10) working days from the date of receipt of the request. In the period between the request to complete the complaint and the completion of the required information or documents, the time period for processing the complaint does not run.

The complaint must be accompanied by evidence of the occurrence of the damage, its nature, extent, and the amount of the damage. The quantified actual damage must be substantiated in a credible manner, in particular by a credible tax receipt or invoice for which the objects and/or substances constituting the contents of the shipment were acquired. In principle, the complaint for damages shall be made against DHL without VAT in all cases, except for damages that are (in economically justified cases) resolved by repairing the damaged product or in cases where the customer is not a VAT payer.

The customer is obliged to allow DHL to ascertain the actual state of damage or partial loss of the shipment. For these reasons, the customer is obliged to ensure that the shipment is not tampered with in any way and that the packaging in which it was delivered is preserved. For the same reason, the shipment must not be destroyed or transported to another location without DHL’s consent. In the case of damaged shipments, the customer shall allow or arrange for a representative of DHL’s insurance company to inspect the shipment. The customer is aware that should they fail to



comply with their obligations in this clause, there may be insufficient evidence of the damage, which may lead to DHL's rejection of the complaint.

How to proceed in the event of a complaint can be found at the following link: [Complaint preparation – DHL Freight – Slovakia.](#)

11. Contractual penalties

Contractual penalties do not impact claims for damages and are payable within 14 days of DHL's request for payment.

12. Personal data

By completing the order, the customer declares to have informed the data subjects (clients of the customer to whom the shipment (goods) is to be delivered by DHL) within the scope of Articles 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), in particular (but not limited to) of the rights of the data subject and of the fact that the personal data of the data subject will be processed by a third party, for what purpose, on what legal basis and to what extent, and of the fact that the personal data will be used exclusively for the purposes of DHL in connection with the fulfilment of the obligations arising from the obligation to procure the carriage of the shipment, the intended recipients, and the possible transfer to third countries. This data will not be further disclosed to third parties or otherwise used, with the exception of carriers to whom personal data will be disclosed for the purpose of fulfilling the obligation to procure the carriage of the shipment. DHL will process the personal data for the purposes of order processing and shipment delivery and for the purpose of maintaining accounting and other documents related to order processing, including the handling of complaints and claims.

Information on the personal data processing is available at the following link: [Privacy Policy – DHL – Slovakia.](#)

13. Applicable law and jurisdiction

Legal relations arising from these Conditions of Carriage and/or not regulated herein and any disputes in the case of domestic carriage shall be settled according to the provisions of the Commercial Code of the Slovak Republic and in the case of international carriage shall be settled according to the provisions of the CMR Convention and according to the generally binding legal regulations in force in the territory of the Slovak Republic.

In order to comply with its statutory obligations under Act No. 297/2008 Coll. on protection against money laundering and terrorism financing, DHL is obliged to identify the persons and verify the identity of the customer to whom it provides services and to comply with its statutory reporting obligations. DHL is obliged under this Act to refuse to enter into a business relationship or to terminate a business relationship in cases where the customer has failed to take measures to comply with the provisions of this Act or where the customer refuses to prove on whose behalf they are acting. For these purposes, DHL shall be entitled to process the personal data provided by the customer.

DHL shall be entitled to unilaterally change the contents of these Conditions of Carriage at any time to the extent appropriate, provided that such change shall be effective upon publication of the new version of the Conditions of Carriage.

Annexes:

1. Details of electronic invoicing

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