



DHL Freight Slovakia, s.r.o.

DHL Freight Slovakia, s.r.o. • Galvaniho 17/B • 821 04 Bratislava

DHL Freight Euroconnect Conditions of Carriage (“Conditions of Carriage”)

The Conditions of Carriage stipulate the conditions for individual carriage of consignments completed using the DHL Freight Euroconnect service (all-in-one groupage service for road carriage of unit consignments) and are an integral component of all contracts concluded by DHL and customers for consignments using the DHL Freight Euroconnect service. Portions hereof referring to international consignments do not apply to domestic consignments. Deviating provisions of consignment contracts have priority over the text hereof. Provisions hereof have priority over the text of the Commercial Code and Civil Code, but may not violate cogent or mandatory provisions of other laws and regulations.

1. Consigned goods

1.1. DHL Freight Slovakia s.r.o. (“DHL”) accepts goods in consignments with the exception of the following items:

- Weapons (air-powered, gas-powered, functional and non-functional) and munitions
- Dangerous goods (ADR) Class 1 to France
- Dangerous goods in (ADR) Class 1 (explosives) except UN 0323, UN 0432, UN 0454 and UN 0014 if it is cartridges for tools (not weapons), class 2.3, Class 6.1 PG I (toxins), class 6.2 (infectious agents) and Class 7 (radioactive materials) and/or classification codes SR2 (self-regulating substances subject to thermal monitoring, Class 4.1: from UN 3231 to UN 3240, UN 3533, UN 3534, UN 3364, UN 3365, UN 3367 and UN 3368) and P2 (organic peroxides subject to thermal monitoring, Class 5.2: from UN 3111 to UN 3120), and UN 3507 are excluded from all consignments, class 9 (UN 2212, UN 2590, UN 2315, UN 3151, UN 3152), lithium-ion batteries and lithium-metal batteries (UN 3480, UN 3481, UN 3090 a UN 3091), which are damaged or defective.
- Wastes, plants and animals,
- Banknotes and coins, precious metals, jewellery, jewels, works of art, antiquities, furs, cheques, credit cards, phone cards,
- Human and animal remains, including ashes,
- Personal effects (clothing, personal valuables, etc.),
- Cigarettes, narcotics, electronic cigarettes
- Falsified goods in violation of copyright protection regulations,
- Any consignments to countries that are not typically permitted under Slovak law, EU regulations or the laws of the country in which the recipient's registered office is located.

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Galvaniho 17/B
821 04 Bratislava

Objednávky a informácie:
Tel. 02 / 17 111
Email: skfreight@dhl.com
www.dhl.sk
www.dhlfreight.sk

Bankové spojenie:
UniCredit Bank
Šancova 1/A, 813 33 Bratislava
Číslo účtu 1640095006
Kód banky 1111
IBAN: SK12 1111 0000 0016 4009 5006
SWIFT: UNCRSKBX

Obchodný register:
Okresný súd Bratislava I.
Oddiel: Sro
Vložka číslo: 147969/B
IČO: 53 186 931
DIČ: 2121354785
IČ DPH: SK2121354785



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1.2. Acceptance of the following consignments is contingent upon written confirmation from DHL:

- Dangerous goods, temperature-sensitive and perishable goods: DHL shall charge an additional fee to carry dangerous goods identified in Annex 1 hereto.
- Voluminous and heavy consignments: Consignments with individual parts with a length exceeding 400 cm, width exceeding 220 cm and height exceeding 220 cm and/or individual items weighing more than 1,500 kg and/or total consignment weight in excess of 2,500 kg may only be accepted contingent on prior agreement with DHL and are subject to separate fees.
- Alcohol: Any goods containing alcohol (for commercial or private uses) may only be accepted contingent on prior written agreement with DHL.
- Consignment where is not paid extended liability fee or the value of which exceeds € 15 000,- EUR

2. Calculation of weight charges

Weight charges on goods are calculated by comparing the physical mass of the consignment and the calculated weight based on the volume of the consignment or the loading metres of the consignment. The higher weight is used for weight charges determining the price of the consignment.

The details of calculating weight charges for goods are covered in Annex 2 hereto.

3. Carriage order

To correctly process an order and accept a consignment for carriage, the party placing a carriage order must provide DHL with the properly completed order form (by 2:00 PM at least 1 business day before the requested pick-up day).

Orders must be completed following the instructions on the order form sent by the DHL customer department, unless agreed otherwise.

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The party placing the order is responsible for all consequences occurring as a result of incorrect or missing consignment and carriage details on the order form.

The carriage contract is considered concluded upon written order confirmation from DHL (via email is sufficient).

DHL reserves the right to unilaterally change the price for services if the weight, dimensions or other details in the order placed by the customer are proven inaccurate.

4. Consignment packaging and labelling

Details of packaging and responsibility for packaging consignments are covered in Annex 3 hereto.

5. Carriage and payment conditions

Payment for carriage services and fuel surcharges are billed for the DHL Freight Euroconnect service individually based on valid rates. These are defined based on weight charges, pick-up and delivery locations, the fuel surcharge and requested ancillary services. Fuel surcharge rates are covered in Annex 1 hereto.

Payment for carriage services do not include charges for above-standard services, i.e. additional services, such as picking up or delivering a consignment outside of normal business hours, door-to-door delivery, cash on delivery, delivery at specified hours or by a specific time, returning packaging materials, returning delivery notes, extended liability fee, pick-up or delivery of consignments to trade fairs, ports, vessels, pedestrian zones, shopping centres, mountainous areas, etc. Such activities are contingent upon prior written agreement with DHL. Payment for carriage services, fuel surcharge and prices for any other requested services (above-standard, ancillary or additional services) are billed to the party responsible for payment and costs for consignment services per the order.

DHL has the right to unilaterally change the amount of payment for consignment services if discrepancies are noted between the details on the order and the actual condition and parameters of the consignment accepted for carriage. Discrepancies are considered any deviations in the dimensions or weight of the consignment or the place of consignment pick-up/delivery. Additional services outside the framework of the order are subject to additional charges based on the valid list prices provided in Annex 1 hereto.

Payment for carriage services, ancillary services, above-standard services and costs related to consignment carriage are typically billed in the form of a pro-forma invoice issued to the party responsible for payment of the carriage services, unless another payment term is agreed.

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Invoices are sent electronically to the email address agreed upon in advance under the conditions stipulated in Annex 4 hereto.

The original packing slip (POD) is not typically attached to an invoice. The original POD may be delivered separately for an additional charge based on the list prices identified in Annex 1 hereto. A scan of the POD may be downloaded for free using the Active Tracing application (<https://activetracing.dhl.com/DatPublic/datSelection.do>) after registration.

If the carriage payer identified in the order does not pay invoices for DHL services and additional fees and charges within the payment term, DHL is authorised to seek payment for these services and the fees from the party ordering carriage.

6. Carriage period

The carriage period is defined in DHL Freight Euroconnect schedules as the expected carriage period; however, this period is neither fixed nor constitutes a guaranteed delivery term. The carriage period is always identified in business days. The date on which a consignment is picked up is not included in the carriage period. The carriage period is automatically extended for the duration of any holiday in the country of pick-up, a transit country or the country of delivery.

7. Consignment pick-up and delivery

Consignment pick-up from the sender typically is conducted on the business day following receipt of a carriage order or at another pre-determined time agreed upon with the customer.

When picking up a consignment for carriage, the sender confirms the packing slip with their signature and an imprint of their stamp, thereby confirming the information contained therein (number of pieces, packaging, weight and dimensions of the consignment and place of delivery). If DHL's authorised representative discovers that consignment packaging is defective or insufficient, DHL will only accept the consignment if these objections are identified in the packing slip and with proof of the sender's acceptance of these objection(s).

Once the consignment is accepted, the sender receives a copy of the packing slip as proof of consignment acceptance.

The sender may turn over a consignment for carriage directly at the DHL terminal contingent on prior agreement with DHL. The consignment is then delivered to the recipient based on the schedule for the DHL

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Freight Euroconnect service. The recipient of a consignment enters the date and time of consignment acceptance into the packing slip and confirms flawless delivery with their signature and an imprint of their stamp.

DHL shall charge for costs associated with storing a consignment if not picked up in person or delivered to the recipient within 3 business days inclusive of the receipt of the consignment at the DHL terminal. These costs are billed in accordance with Annex 1 hereto.

If the consignment shows clearly visible irregularities in terms of quantity or damage, or another clear problem, the recipient is obliged to indicate such fact on the POD. If such fact is not recorded during acceptance of a consignment and is reported at a later time, no eligible claim may be filed for such discrepancy and there is no entitlement to compensation.

DHL has the right to open a consignment if its condition or packaging poses a risk of damage to other consignments, a health risk or a risk to the property of DHL or third parties. The authorisation of state authorities to open consignments and otherwise handle consignments remains intact.

If DHL learns that any consignment does not meet any of the restrictions or conditions defined herein, DHL may refuse to carry the specific consignment and may halt and withhold the consignment if already in transit. DHL may also halt carriage if a consignment cannot be delivered, if the recipient refuses to accept the consignment, if it is impossible to complete delivery of the consignment because of an incorrect address (after expending all reasonable means to locate the correct address) or if amounts paid by the recipient during delivery of the consignment cannot be collected. DHL is authorised to return consignments to sender and has the right to destroy or sell a consignment when it sees fit. Revenues from such sales are used to pay all fees, costs or other expenditures incurred in connection with the handling of a parcel, with the balance from the sale furnished to the sender.

8. Liability and insurance

Liability in international road carriage, including limits on compensation for damages, is subject to applicable provisions of the CRM, unless defined otherwise herein.

DHL is only liable for damages in their actual amount based on payment for consignment services (without charges for additional and above-standard services) if the contractually agreed fixed delivery time is exceeded and it is demonstrated that damages occurred for such reason. Insurance above this limit may be agreed upon based on the valid DHL rates at a special fee on a case-by-case basis when ordering carriage.

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DHL as the carrier is liable for damages to an accepted consignment occurring during carriage that it was unable to prevent with due professional care. DHL is not liable for *vis major* damages. DHL is never liable for any subsequent and/or indirect damages that may occur as a result of the loss of damage of the carried consignment or failure to comply with delivery times.

If DHL as the carrier is liable for damages, **its obligation to provide compensation for damages is restricted as follows:**

Damage occurring to a consignment during international carriage on a vehicle or during handling related to such carriage (e.g. loading, transshipment and unloading) is limited to XDR 8.33 per 1 kg of the damaged, destroyed or lost goods, up to XDR 20,000 per individual case of damage.

Damage occurring to a consignment during domestic carriage on a vehicle or during handling related to such carriage (e.g. loading, transshipment and unloading) is limited to €15,000 per individual case of damage.

The customer is liable and shall pay and indemnify DHL for all costs and expenditures (including warehousing costs) incurred by DHL, any losses, taxes, customs and other fees that DHL may incur and all other claims applied against DHL based on the fact that the consignment does not meet any of the restrictions or conditions or declarations contain herein or for any refusal or temporary halt in carriage or the return a consignment (or part thereof) by DHL permitted under these conditions. The sender is liable for all fees for return carriage if a consignment (or a portion thereof) is returned.

9. Ancillary services and surcharges

An overview of the price of ancillary services and above-standard services and an overview of surcharges is provided in Annex 1 hereto.

10. Claims and deadline for claims

The recipient is obliged to thoroughly inspect and check the consignment and goods to ensure packaging (tape, film and cardboard) for carriage are intact when accepting a consignment. The loss of a consignment or damage that is visibly recognisable must be reported by the recipient in a claim when accepting the consignment and must furnish the damage claim form and the packing slip signed by the person delivering the consignment.

When accepting a consignment without visible damage or loss but with damage that the recipient discovers subsequently, the recipient is obliged to file a claim involving such loss or damage in writing within 7 days from the acceptance of the consignment and is obliged to provide proof that the consignment had the defects involved in the claim at the time of its acceptance by the recipient.

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11. Cash on delivery (COD) for goods or a consignment

Delivery is only completed in exchange for the receipt of cash by the selected person delivering the consignment from the recipient of the goods on behalf of the party placing the carriage order. The party placing the carriage order is responsible for all instructions given to the recipient and for all written DHL information contained in the carriage order or the forwarding contract.

COD deliveries are limited to a maximum of €5,000. DHL is authorised to reject any COD delivery in excess of this defined maximum amount.

The party placing the carriage order is liable for all costs related to the confiscation, refusal to take delivery, insolvency or refusal to pay on the part of the recipient of a consignment. A specific fee as defined in Annex 1 hereto will be assessed on COD deliveries or a separate fee will be agreed upon with the sender or the party placing the carriage order.

The full amount of the COD delivery will be paid to the account provided in the carriage order or the forwarding contract within 7 calendar days of its receipt from the recipient.

COD service is contingent upon prior agreement with DHL.

12. Delivery against documents (DAD)

Delivery is only completed in exchange for a document received before commencing delivery specified by the party placing the carriage order. The party placing the carriage order is responsible for informing the recipient of all instructions and applicable DHL information.

The party placing the carriage order is liable for all costs related to the confiscation, refusal to take delivery, insolvency or refusal to pay on the part of the recipient of a consignment. A specific fee as defined in Annex 1 hereto for DAD deliveries or a separate fee will be agreed upon with the sender or the party placing the carriage order.

DAD service is contingent upon prior agreement with DHL.

13. Personal data

By completing a carriage order, the customer declares that it has the consent of all natural persons (the sender and recipient of a consignment) to provide their personal data to DHL in the scope of their first name, last

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name, mailing address, email and phone number and such data will be used exclusively for DHL's need related to the performing its commitments arising on the basis of consignment agreed herein. Such data will not be provided to any third parties or otherwise used, with the exception of those parties conducting the carriage of consignments who will be provided with personal data for the purposes of performing its commitments arising on the basis of consignment agreed herein. DHL shall process personal data for the purposes of completing orders, delivering consignments and maintaining accounting and other documents and records related to completing orders. Personal data of natural person customers that are not sole proprietors in the scope of their first name, last name, mailing address, email, phone number and account number for the COD service will be processed in accordance with the conditions identified above and the customer is aware that it is impossible to conclude and perform a contract with DHL if they do not provide such data.

14. Valid body of law and jurisdiction

- Slovak law is the decisive body of law for legal matters involved in consignment conducted using the DHL Freight Euroconnect service.
- Slovak courts have jurisdiction over disputes between the parties arising on the basis of consignment and related matters.
- The Conditions of Carriage are an integral part of all contracts concluded between the customer and DHL for the Euroconnect service.
- The Conditions of Carriage enter into force on 3 November 2020 and are valid on the date of their publication.

Annexes:

1. Ancillary services and surcharges
2. Calculation of weight charges
3. Consignment packaging and labelling
4. Details of electronic invoicing

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