



## **Terms and Conditions of Carriage for “DHL Freight Euroconnect” (hereinafter referred to as the “Conditions of Carriage”)**

These Conditions of Carriage govern the conditions of any shipment procured by DHL Freight Euroconnect International “ECE” (road transport of international parcels transported by a collection service system), DHL Freight Euroconnect Domestic “ECD” (road transport of domestic parcels), DHL Freight Eurapid “ERA” (international road transport of international parcels with priority dispatch), DHL Freight Standard Pallet International “SPI” (road transport of international palletised shipments) and DHL Freight Premium Pallet International “PPI” (road transport of international palletised shipments with priority dispatch) (hereinafter collectively referred to as the “DHL Freight Euroconnect”), and form part of any contract concluded between DHL and the customer procuring carriage via DHL Freight Euroconnect. 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:**

- Weapons (air, gas, functional and non-functional), ammunition
- Dangerous goods (ADR) Class 1 to France
- Dangerous goods (ADR) Class 1 (explosive substances) except UN 0323, UN 0432, UN 0454, and UN 0014 only for cartridges/charges for tools (not weapons), Class 2.3, Class 6.1 PG I (toxic substances), Class 6.2 (infectious substances), and Class 7 (radioactive substances), and/or classification codes SR2 (spontaneously reactive substances subject to thermal control), 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 control), Class 5.2: from UN 3111 to UN 3120), and UN 3507 is exempt from any transport, 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 and UN 3091) which are damaged or defective
- Dangerous goods (ADR) UN 3551 sodium-ion batteries, UN 3552 sodium-ion batteries if they are part of other equipment, UN 3556 vehicles powered by a lithium-ion battery, UN 3557 vehicles powered by a lithium-metal battery, UN 3558 vehicles powered by a sodium-ion battery
- Waste, plants, animals
- Banknotes and coins, precious metals, jewellery, precious stones, works of art, antiques, furs, cheques, credit cards, telephone cards
- Human and animal remains, including those cremated
- Personal effects (clothing, valuable personal property, etc.),
- Cigarettes, narcotics, electronic cigarettes
- Counterfeit goods that infringe copyright
- 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



## 1.2. Weight and size limits:

| PARAMETER   | ECE             | ERA             | ECD             | SPI  | PPI  |
|---|-----------------|-----------------|-----------------|--|--|
| Minimum dimensions of 1 packaging unit (coll) in cm (length x width x height)                                   | 15 x 11 x 3     | 15 x 11 x 3     | 15 x 11 x 3     | 80 x 60 x 3  | 80 x 60 x 3  |
| Maximum dimensions of 1 packaging unit (coll) in cm (length x width x height)                                   | 400 x 220 x 220 | 240 x 120 x 220 | 400 x 220 x 220 | 120 x 110 x 220  | 120 x 110 x 220  |
| Maximum dimensions of 1 packaging unit (coll) in cm, if a hydraulic truck is required (length x width x height) | 220 x 120 x 220 | 220 x 120 x 220 | 220 x 120 x 220 | 120 x 110 x 220  | 120 x 110 x 220  |
| Minimum gross weight of 1 packaging unit (coll)   | 1 kg            | 1 kg            | 1 kg            | 1 kg   | 1 kg   |
| Maximum gross weight of 1 packaging unit (coll)   | 1 500 kg        | 1 000 kg        | 1 500 kg        | 750 kg   | 750 kg   |
| Maximum weight of 1 packaging unit (coll), if a hydraulic truck is required                                     | 750 kg          | 750 kg          | 750 kg          | 750 kg   | 750 kg   |
| Maximum weight of 1 packaging unit (coll), if not palletised (manual handling required)                         | 30 kg           | 30 kg           | 30 kg           | Not applicable*  | Not applicable*  |
| Maximum volumetric weight per shipment  | 2 500 kg        | 2 500 kg        | 2 500 kg        | 2 500 kg   | 2 500 kg   |
| Maximum gross weight per shipment   | 2 500 kg        | 2 500 kg        | 2 500 kg        | 2 500 kg   | 2 500 kg   |
| Maximum number of palletised packaging units (coll) per shipment  | Unlimited       | Unlimited       | Unlimited       | 5 pcs per EUR palette/<br>10 pcs per half palette<br>/ 4 pcs per industrial<br>palette | 5 pcs per EUR palette/<br>10 pcs per half palette<br>/ 4 pcs per industrial<br>palette |
| Maximum number of non-palletised packaging units (coll) per shipment  | 10              | 10              | 10              | Not applicable*  | Not applicable*  |

*\*Only palletised shipments are accepted for transport, without pallet overhang, with a flat surface*

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

- Dangerous, temperature-sensitive, and perishable goods: DHL charges a fee for the carriage of dangerous goods specified in Annex 1 hereto.
- Bulky goods, heavy shipments: Shipments exceeding the limits defined in Article 1.2 may only be accepted for carriage by prior agreement with DHL and will be subject to a separate charge.
- Alcohol: Any goods containing alcohol (for both business and private use) can only be accepted for carriage upon prior written agreement with DHL.
- A shipment for which the extended liability fee has not been paid and its value exceeds EUR 15,000.

## 2. Calculation of weight charged

The charged weight of the goods is calculated by comparing the actual physical weight of the shipment and the calculated weight according to the volume of the shipment or the loading metres of the shipment. The weight that is higher is considered the weight charged, which is used to determine the price for carriage.

Details of the calculation of the charged weight of the goods are specified in Annex 2 hereto.

## 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 DHL with a duly completed order (no later than 1 working day before 2:00 PM prior to the requested loading date).

The order must be completed in accordance with the requirements set out in the order form, which will be made available to the customer unless agreed otherwise.

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.

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**

Details of the packaging and responsibility for the packaging of the shipment are specified in Annex 3 hereto.

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

The service fee and fuel surcharge for DHL Freight Euroconnect are determined individually according to the applicable tariff. This will be determined by the charged weight of the shipment, the loading and unloading location, the amount of the fuel surcharge, and the additional services required. The fuel surcharge tariff is specified in Annex 1 hereto.

The remuneration for the services provided does not include the price for extra services not specified in the request, i.e. additional services such as pick-up or delivery of the shipment outside normal working hours, carrying the goods to a certain place, cash on delivery, delivery of the goods at or within a certain hour, return of packaging materials, return of delivery notes, extended liability fee, pick-up or delivery to exhibitions, ports, ships, pedestrian zones, shopping centres or mountain locations, etc. In such cases, a prior written agreement with DHL is required. The remuneration for services provided, the fuel surcharge, and the cost of any other services required (extra or supplementary or additional services) shall be charged to the entity responsible for payment of the remuneration and cost of services provided in accordance with the Conditions of Carriage.

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 used beyond the scope of the order will be additionally charged on the basis of the applicable price list specified in Annex 1 hereto.

Invoices shall be sent electronically to the previously agreed email address under the conditions set out in Annex 4 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 waybill (POD) is not included with the invoice. The original copy of the POD can be delivered additionally upon request for a fee according to the price list in Annex 1 hereto. A scan of the waybill (POD) 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 consideration 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 remuneration for the services provided by 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 specified in the DHL Freight Euroconnect schedules is provided as an estimated shipping time but is not a fixed and guaranteed delivery time. 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 waybill 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.

The sender of the shipment may, upon prior agreement with DHL, hand over the shipment for transportation directly at a DHL terminal. The shipment is delivered to the recipient according to the DHL Freight Euroconnect schedule. Upon receipt of the shipment, the recipient shall enter the date and time of receipt of the shipment on the waybill and certify by their signature and stamp that the shipment has been delivered without error.

In the event that the shipment is not collected in person or delivered to the recipient within 3 working days inclusive of receipt of the shipment at a DHL terminal, DHL will charge storage costs for the shipment. These costs will be charged in accordance with Annex 1 hereto.

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 EUR 15,000 per damage event.

In the event of a special interest in delivery at a special charge, insurance beyond this limit can be arranged according to the applicable DHL tariff 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**

An overview of the prices of additional and extra services and an overview of surcharges is provided in Annex 1 hereto.

## **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 waybill with the recipient's reservation.

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. Cash on delivery (COD)**

Delivery shall be completed in exchange for the receipt of cash or credit card payment by the selected person delivering the shipment from the recipient for the benefit of the customer. The customer shall be responsible for the relevant instructions given to the recipient and for the relevant written DHL information contained in the carriage order or in the freight forwarding contract.

COD deliveries are limited to a maximum of EUR 5,000. In the event of a request to collect an amount in excess of this defined maximum amount, DHL shall be entitled to reject COD delivery.

The customer shall be liable for all costs resulting from confiscation, refusal to take delivery, insolvency, or refusal to pay on the part of the recipient of the shipment. A specific fee as defined in Annex 1 hereto shall be applied on COD deliveries or a separate fee will be agreed upon with the sender or the customer.

The COD amount will be paid to the account specified in the order or to the account agreed in the freight forwarding contract within 7 calendar days of its collection from the sender.

Cash on delivery (COD) service is only possible upon prior agreement with DHL.

### **12. Delivery against documents (DAD)**

Delivery is only completed in exchange for a document received prior to commencing delivery specified by the customer. The customer shall be responsible for the relevant instructions given to the recipient and for the relevant written DHL information.

The customer shall be liable for all costs resulting from confiscation, refusal to take delivery, insolvency, or refusal to pay on the part of the recipient of the shipment. A specific fee as defined in Annex 1 hereto shall be applied on DAD deliveries to the sender or the customer procuring carriage.

Delivery against documents (DAD) service is only possible upon prior agreement with DHL.

### **13. Contractual penalties**

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

### **14. 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.](#)

### **15. 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. Additional services and surcharges
2. Calculation of weight charged
3. Shipment packaging and labelling
4. Details of electronic invoicing

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