

DHL eCommerce General Terms and Conditions – Domestic Transport and Delivery Services (Thailand)

1. Scope of Application and Contractual Basis

- 1.1 These General Terms and Conditions (the “**GTC**”) shall apply to the delivery of domestic parcel shipments (“**Service**”) by DHL Distribution (Thailand) Limited (“**DHL eCommerce Thailand**” or “**DHLeC**”) under a contract of carriage of goods by road between DHLeC and the sender (“**Sender**”). A contract of carriage is effective either in written agreement form or by way of hand-over of the Shipment and acceptance of the same for delivery by DHLeC in accordance with these GTC.
- 1.2 1.2 These GTC and the relevant quotation(s) shall apply in their respective latest version.
- 1.3 1.3 The Sender’s general terms and conditions shall not apply and are herewith explicitly excluded, even if DHLeC has accepted the Sender’s Shipment without contradiction.

2. Services

- 2.1 The Service includes the transport of parcels (each parcel being a “**Shipment**”) from their hand-over by Sender until their delivery and any ancillary activities and value added services.
- 2.2 DHLeC accepts Shipments for delivery from the Sender at the sites of DHLeC, or at agreed pick up sites of the Sender, in order to directly deliver such Shipments to the addressee to whom the Shipment is sent (“**Recipient**”) or have them delivered by another delivery service provider.
- 2.3 The Sender shall label the Shipments correctly and provide all necessary details to enable DHLeC to perform the Services including transport, settling of damages claims and/or return of the Shipment, as may be due in each case.
- 2.4 Before handling the Shipment over to DHLeC, DHLeC may accept special instructions from the Sender for Shipments only if these instructions are notified in the agreed form for the domestic delivery of Shipments or in a separate agreement between the Parties. The Sender is not entitled to demand that special instructions are followed if these are notified by Sender only after the Shipment has been handed over for deliver.

3. Excluded Services (Prohibited Shipments)

- 3.1 Sender agrees that the Services exclude the delivery of items, the transportation of which is prohibited, or which DHLeC is unable to transport securely or which are prohibited or illegal, or for other reasons (collectively “**Prohibited Goods**”), and it is hereby agreed that DHLeC shall have no liability whatsoever for any such item.
- 3.2 Prohibited Goods include in particular:

- a) Shipments whose content, external form, transportation or storage of which violates a statutory prohibition or a prohibition by a public authority, in particular – but without limitation – regulations regarding export, import or customs law of the countries of origin, destination or transit, or goods for which special equipment (e.g. for temperature-controlled goods), safety precautions or authorizations are required;
- b) Shipments whose transportation and/or storage of which is subject to hazardous goods regulations, including but not limited to IATA and ICAO hazardous goods regulations;
- c) Shipments with content of which violates intellectual property rights, including forged or unlicensed copies of products (brand piracy);
- d) Shipments whose content or external characteristics of which may cause injury to or infection of persons or damage to property;
- e) Shipments containing live animals or human remains, with the exception of invertebrates if and where permitted under governing laws;
- f) Shipments containing narcotics or intoxicants;
- g) Shipments with an actual value of over THB 100,000;
- h) Shipments containing cash or other methods of payment, precious metals, works of art, jewellery, watches, precious stones or other valuables or securities, for which there can be no blocking, or no cancellation and replacement proceedings in the event of their loss or damage;
- i) Shipments that contain weapons, especially firearms, or parts thereof, imitation weapons or ammunition;
- j) Shipments addressed to natural or legal persons named on sanction lists; and
- k) Obscene or pornographic articles.
- 3.3 The Sender warrants that the Shipment does not contain any Prohibited Goods and has been correctly packaged respectively and is appropriately protected. Notwithstanding any other rights of DHLeC, the Sender shall indemnify and hold DHLeC harmless from any liability including third-party claims resulting from the transportation of Prohibited Goods or other inadmissible or unlawful goods.
- 3.4 If a Shipment contains a Prohibited Good or if a Shipment - because of its nature (size, format, weight, contents, etc.) or for other reasons - is deemed unacceptable by DHLeC, or the Sender does not comply with the provisions of these GTC, DHLeC shall be entitled to:
- a) refuse acceptance of the Shipment; or
- b) if the Shipment has already been handed over, return it or store it until its collection, or
- c) transport the Shipment without notifying the Sender and, if necessary and/or required by law, to choose a different route and to invoice for any additional costs incurred as a result, or
- d) dispose the Shipment if the delivery to the Recipient or return of the Shipment to the Sender is not reasonably possible for any other reason.
- 3.5 The same entitlement of DHL in Section 3.4 applies if it is only suspected that the Shipment contains Prohibited Goods or that there are any breaches of contract, or the Sender fails to comply with DHLeC’s request to supply information.
- 3.6 DHLeC is not obliged to check the Shipment for exclusions within the meaning of Sections 3.1 and 3.2 of these GTC. However, if DHLeC suspects that the Shipment contain Prohibited



Goods, DHLLeC shall be entitled to open the Shipment and to inspect the contents.

4. Delivery and Non-Deliverable Shipments

- 4.1 The Shipments shall be delivered to the Recipient's address specified by the Sender, though not necessarily personally to a Recipient named in person.
- 4.2 Routing and any deviation from any routes, including but not limited to the possibility that the Shipment will be transported via interim stops and/or Shipment being handed over to another delivery service provider, shall always be at the sole discretion of DHLLeC.
- 4.3 In the event of a first failed attempt, DHLLeC shall make reasonable effort in redelivering the Shipment.
- 4.4 If the Recipient refuses to accept a Shipment or refuses payment or the Shipment could not be delivered, DHLLeC shall return such Shipment at the expense of Sender.
- 4.5 Provided that DHLLeC has made reasonable efforts to return Shipment in accordance with Section 4.4 but has not been able to do so, DHLLeC shall be entitled to dispose or destroy such Shipments at the expense of the Sender.
- 4.6 If undeliverable Shipments are returned in accordance with Sections 4.4 and 4.5, one or more Shipments may be collected over a reasonable period and returned to the Sender in a practicable form, unless otherwise instructed by the Sender and agreed by DHLLeC. Section 2.4 of these GTC shall remain unaffected.

5. Charges

- 5.1 The Sender shall pay to DHLLeC the agreed remuneration for the Services.
- 5.2 All prices indicated are net prices and are exclusive of any taxes, duties and fees. They are subject to statutory value added tax, if and as far as due, at the time when the Services are provided.
- 5.3 Invoices shall be issued to Sender on a weekly basis for Shipments handed over to DHLLeC and processed in the previous week. Payment of the remuneration is due within seven (7) days upon the issuance of invoice, unless otherwise agreed between the Parties.
- 5.4 DHLLeC reserves all rights regarding default of payment including the right to claim interest in case of delayed payment amounting to 2 % per month to the balance outstanding and overdue, and the right to claim damages.
- 5.5 For the purpose of reviewing charges, all Shipments may be re-counted, reweighed and/or measured again and the charge is billed on the basis of the data thus ascertained.

6. Liability and Delay

- 6.1 Every Shipment is transported on a limited liability of THB 2,000 per Shipment or the actual value of the Shipment, whichever is lower. DHLLeC reserves the right to make final judgment on the amount of loss or damage based on reasonable grounds. If the Sender determines the limits set forth in the relevant quotation(s)

are insufficient, the Sender must make a special declaration and may request Shipment value protection to the availability and extent offered by DHLLeC for the respective Shipment, or make its own insurance arrangements at additional and own cost.

- 6.2 DHLLeC shall use its best endeavours to deliver the Shipment in accordance with the usual delivery times; however, DHLLeC does not assume any liability for any such lead or delivery times. If in exceptional cases where a delivery time is agreed in writing, any respective, exceptional liability for delay shall apply only where expressly stipulated in writing by the parties.

7. Force majeure and Consequential Losses

- 7.1 DHLLeC shall not be liable for loss or damage arising out of circumstances which are beyond its control, such as but not limited to earthquakes, hurricanes, storms, flood, fog, war, industrial disputes, civil disturbance or riots.
- 7.2 DHLLeC shall not be liable for any special, indirect or consequential losses in any circumstances.

8. Sender Warranties and Indemnification

- 8.1 The Sender shall indemnify and hold DHLLeC harmless from liability for any loss or damage resulting from violations against applicable laws or regulations or resulting from infringement of the following Sender warranties and representations:
 - a) completeness and accuracy of all documents and information provided by the Sender or its representative;
 - b) preparation of the Shipment in secure premises;
 - c) appointment of reliable employees or agents by the Sender for the purpose of preparing the Shipment;
 - d) protection of the Shipment by the Sender against unauthorized access during its preparation, storage and transportation to DHLLeC;
 - e) correct labelling, addressing and packaging of the Shipment, so that its secure transport is guaranteed if handled with the usual care;
 - f) compliance with all applicable customs, import and export laws and regulations and other laws and regulations.

9. Final Provisions

- 9.1 DHLLeC is entitled to record, store and process data required in order to perform the Services. DHLLeC is entitled to make this data accessible in accordance with the applicable data protection laws and regulations.
- 9.2 The substantive laws of the Kingdom of Thailand shall apply.
- 9.3 Any dispute arising under or in any way connected with these GTC shall be subject to the exclusive jurisdiction of the court in the Kingdom of Thailand.
- 9.4 The invalidity or unenforceability of a provision shall not affect the effectiveness of other parts of these GTC.

Status: 07/2016, DHLLeC GTC ver.1.3