

## **DHL eCommerce Solutions Terms and Conditions of Carriage**

On this Bill of Lading "BOL", "DHL eCommerce Solutions" refers to DHL eCommerce Solutions as carrier and the "Shipper" refers to you. When using DHL eCommerce Solutions' services, Shipper is agreeing, on its behalf or on behalf of anyone else with an interest in the Shipment that this DHL eCommerce Solutions terms and conditions of carriage "T&Cs" shall apply from the time that DHL eCommerce Solutions accepts the Shipment unless otherwise agreed in writing by a duly authorized officer of DHL eCommerce Solutions. "Shipment" means all documents or parcels that travel under one BOL and may be carried by any means DHL eCommerce Solutions chooses, including air, road or any other carrier. A BOL shall include any label produced by DHL eCommerce Solutions automated systems, DHL eCommerce Solutions approved third party vendor system, electronic shipping manifest, driver summary manifest, or consignment note and shall incorporate these T&Cs.

1. Shipper hereby accepts all T&Cs, and provisions referred to herein and the tariff(s), classifications, rates, regulations, and conditions of carriage of carrier, and the same shall be binding on Shipper, consignee and owner of the goods.
2. DHL eCommerce Solutions will use commercially reasonable efforts to provide pick-up and delivery service and arrange for air/surface transportation for the Shipments via the transportation services of DHL eCommerce Solutions or others as DHL eCommerce Solutions may substitute or subcontract. Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places as DHL eCommerce Solutions deems appropriate. DHL eCommerce Solutions will make every reasonable effort to deliver the Shipment according to DHL eCommerce Solutions' regular delivery ranges, but these are not guaranteed. Shipper agrees that no time is fixed for the completion of transportation hereunder. DHL eCommerce Solutions is not liable for any damages or loss caused by delays.
3. There is a minimum size per pick up of USD \$200.00 for international and domestic mail and parcel services. If the minimum is not met, a pick up fee will be assessed, e.g. if the size of an order amounts to USD \$160.00 only, an additional pick up fee of USD \$40.00 will be applied to the invoice of that order so that the USD \$200.00 minimum order size will be satisfied.
4. Unless Shipper specifies otherwise on the front of the BOL by checking the appropriate box and using a separate BOL for each different service or product, DHL eCommerce Solutions will use commercially reasonable efforts to send by Priority Service. In such cases, where the Shipper does not indicate the class of service or product desired on the front of the BOL, the Shipper will be obligated to pay the cost of Priority Service or other service used by DHL eCommerce Solutions to service the Shipment(s) in question. Should a Shipment not meet the requirements of the service or product that was selected by Shipper, DHL eCommerce Solutions may upgrade the Shipment to a service or product that matches the Shipment characteristics at the cost of Shipper.
5. DHL eCommerce Solutions will not transport by air any cargo Shipment if the Shipper does not consent to the screening of the cargo. Shipper agrees to disclose true and accurate information at all times.
6. The Shipper, whether principal or agent, warrants to DHL eCommerce Solutions that the content of the Shipment may be lawfully carried aboard airline, aircraft or other federally regulated carriers and is not a prohibited commodity under any applicable statutes and regulations, is not a hazardous material, complies with all applicable Customs, import, export and other laws and regulations, and is properly packaged or sheathed for the purpose if necessary. All applicable mail items are subject to customs inspection and clearance.
7. DHL eCommerce Solutions does not agree to carry, and will not accept any liability for items which it is not permitted to carry, cannot safely carry, or for any goods described in DHL eCommerce Solutions' Policy on Unacceptable Shipments, dangerous goods unless approved by DHL eCommerce Solutions, or items of

intrinsic value, including, but not limited to animals, currency, perishables, liquor, plants, precious metals, precious stones, negotiable securities, other instruments, furs, firearms or parts thereof, ammunition, human remains, pornography and illegal narcotics/drugs. DHL eCommerce Solutions reserves the right to modify, alter or amend the Policy on Unacceptable Shipments at any time without notice. The most current version of DHL eCommerce Solutions' Policy on Unacceptable Shipments is available at:

<https://www.logistics.dhl/us-en/home/our-divisions/ecommerce/shipping/helpful-information.html>

Shipper is responsible to ensure compliance with DHL eCommerce Solutions' Restricted Harmonized Tariff Schedule (HTS) as to avoid any delays and/or entry rejection. For US Inbound shipments, an accurate pre-alert (eFile) must be provided electronically prior to shipment drop-off at DHL eCommerce Solutions' processing center. HTS code Classification Fee of \$2.00 will apply to missing or incorrect HTS Codes in the eFile. It is the Shipper's responsibility to ensure trade compliance with accurate HTS Codes as to avoid any in-transit delays. The HTS list is subject to changes by the US Customs and Border Protection without prior notice.

8. For domestic shipments inside the United States, Shippers tendering items that classify under the ORM-D/Limited Quantity category will have to undergo a special account implementation process and will have to be approved before they can start shipping with DHL eCommerce Solutions. Full responsibility rests with the Shipper to comply with all Postal Service and non-Postal Service laws and regulations in the shipment of hazardous material (as outlined in DMM 601.10.5) and Publication 52 - Hazardous, Restricted, and Perishable Mail. Anyone who mails, or causes to be mailed, a non-mailable or improperly packaged hazardous material can be subject to legal penalties (i.e., fines and/or imprisonment). DHL eCommerce Solutions does not accept ORM-D for Air/Army Post Office (APO)/ Fleet Post Office (FPO)/ Diplomatic Post Office (DPO), non-continental United States territories, and international destinations. In addition, all Shippers must comply with DHL eCommerce Solutions' dangerous goods requirements as stipulated in DHL eCommerce Solutions' Policy on Unacceptable Shipments. Shippers tendering Lithium Metal (referred to as Primary, Non-Rechargeable) Cells and Batteries and Lithium-ion (referred to as Secondary, Rechargeable) Cells and Batteries must comply with postal mailability standards and 49 CFR 171.7 regulations, as well as DHL eCommerce Solutions' Policy on Unacceptable Shipments. DHL eCommerce Solutions does not accept Lithium Cells and Batteries for international destinations. Shipments containing certain dangerous goods that have been approved and accepted by DHL eCommerce Solutions, including Lithium Metal and Lithium-ion batteries, ORM-D and Small Quantity provision, shall receive an applicable surcharge.
9. For International Shipments outbound from the United States, packages containing Limited Quantity are accepted for shipments to Canada via DHL Parcel International Direct and valid for ground destinations only. Please note that Limited Quantity shipments are prohibited from being shipped to destinations that require air transport for final delivery. Please see the Canada DHL Parcel International Direct (PLT) Limited Quantity Excluded Zip Code List for a complete list of excluded Canadian zip codes. The most current version of the Canada DHL Parcel International Direct (PLT) Limited Quantity Excluded Zip Code List is available at:

[https://www.logistics.dhl/content/dam/dhl/global/dhl-ecommerce/documents/pdf/dhl\\_ca\\_plt\\_limited\\_quantity\\_excluded\\_zip\\_code\\_list-09032015.pdf](https://www.logistics.dhl/content/dam/dhl/global/dhl-ecommerce/documents/pdf/dhl_ca_plt_limited_quantity_excluded_zip_code_list-09032015.pdf)

Shippers tendering items that classify under the Hazardous Material / Dangerous Good category will have to undergo a special account implementation process and will have to be approved before they can start shipping with DHL eCommerce Solutions. International shipments containing Lithium Batteries in the device are accepted for shipment only via DHL Parcel International Standard to Canada, DHL Packet Plus International to Canada, and DHL GlobalMail Packet IPA and DHL GlobalMail Packet ISAL to select countries, which are listed via the following link: <https://www.logistics.dhl/content/dam/dhl/local/us/dhl-ecommerce/documents/pdf/us-ecommerce-packet-ipa-isal-destination-countries-overview.pdf>, International shipments shall comply with all applicable DHL eCommerce Solutions requirements and policies, including the Policy on Hazardous Materials (located at <https://www.logistics.dhl/us-en/home/our-divisions/ecommerce/shipping/helpful-information.html>) and Policy on Unacceptable Shipments. The Shipper

must comply with all DHL eCommerce Solutions U.S. requirements and stipulations as stated in Clause 8 (see above).

10. The Shipper warrants to DHL eCommerce Solutions that the Shipment is sufficiently packaged to withstand ordinary handling while in transit as well as conditions incidental to transportation, such as sudden changes in temperature and pressure during air transportation. All packages must be appropriately marked, securely sealed and properly addressed to ensure the safety of the materials while in transit. Special markings required by the Postal Service or other federal regulatory agencies also must appear on the address side of any mail piece containing hazardous material, restricted matter, or perishable matter. Required markings must be applied with a non-soluble material or other material that cannot be rubbed off or smeared. Shippers should ensure that their packages meet all applicable labeling and marking requirements to avoid rejection of the mail piece by Postal Service acceptance personnel or air carriers.
11. Shippers consent to the inspection of all packages. DHL eCommerce Solutions reserves the right, but is not required, to open and inspect a Shipment without prior notice to Shipper. DHL eCommerce Solutions reserves the right to refuse any item that by reason of danger or other character of its contents is likely, in the sole judgment of DHL eCommerce Solutions to soil, taint, or otherwise damage other merchandise or equipment, or that is economically or operationally impracticable to transport, or that is improperly packed or wrapped.
12. Shipper shall indemnify and hold DHL eCommerce Solutions harmless for any loss or damage any and all claims asserted and/or liability or losses suffered by reason of Shipper's failure to comply with any applicable policies, laws, regulations, postal standards or conventions and for Shipper's breach of any obligation herein and the following warranties and representations: (a) all information provided by Shipper or its representatives is complete and accurate; (b) Shipper protected the Shipments against unauthorized interference during preparation, storage and transportation to DHL eCommerce Solutions; (c) the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling; (d) all applicable Customs, import, export and other laws, regulations and applicable postal standards have been complied with; and (e) the BOL has been signed by Shipper's authorized representative and the T&Cs constitute binding and enforceable obligations of the Shipper.
13. DHL eCommerce Solutions liability is strictly limited to direct loss only. It is agreed that the liability of DHL eCommerce Solutions shall be limited to: (i) for international Shipments the lesser of: a) 22 SDRs (special drawing rights) per kilogram, approximately US \$13.00 per pound for shipments transported by air, or (b) US \$5.00 per pound for shipments transported by road, or (c) the actual value of the document or parcel; (ii) for domestic Shipments the lesser of: (a) USD \$100.00 per BOL, or (b) US \$0.50 per pound or (c) the actual value of the document or parcel. The "actual value" of a document or parcel means the cost of replacing or reconstructing the same and does not include any commercial utility or special value to the Shipper or any other person. DHL eCommerce Solutions assumes no liability whatsoever for consequential damages of any kind, including without limitation, loss of income, profits, markets, interest, business opportunity, use of the goods; for any loss or damage arising from the inherent nature of the goods; for special damages or loss; for other indirect loss; or for breach of other contracts even if the risk of such loss was brought to DHL eCommerce Solutions' attention before or after acceptance of the Shipment.
14. Every Shipment is transported on a limited liability basis as provided above. If Shipper determines the limits set forth herein are insufficient, Shipper must make a special declaration and may request insurance protection arranged by DHL eCommerce Solutions through an insurance provider (UPIC) at an additional cost or make its own insurance arrangements. If the Shipper does not request insurance, the Shipper assumes all risk of loss or damage, except as set forth herein. Insurance does NOT cover indirect or consequential loss or damages or loss or damage due to delay. For the following products: DHL Parcel International Direct, DHL Parcel International Standard, and DHL Packet Plus International up to a \$100 US of insurance per parcel is automatically provided via UPIC, unless Shipper specifically opts out. All claims for coverage under the insurance are handled directly between the Shipper and UPIC and the tracking ID is required to file a claim.

15. DHL eCommerce Solutions is not liable for any interruption of service due to causes beyond its control, including, but not limited to, the following: the unavailability or refusal of a person to accept delivery of the Shipment; acts of God; acts of public authorities; acts or omissions of customs or other authorities; insufficient information provided by Shipper; the application of security regulations imposed by the government, or otherwise applicable to the delivery location; riots, strikes, or other labor disputes; civil commotions; disruptions in air or ground transportation networks, such as weather phenomena; and natural disasters.
16. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith. Any claim by the Shipper for loss or damage shall be notified in writing to 2700 South Commerce Parkway, Suite 300, Weston, FL 33331. Notices shall be delivered by either personal delivery or mail. All claims must be submitted in writing to DHL eCommerce Solutions within ninety (90) days from the date that DHL eCommerce Solutions accepted the Shipment, failing which DHL eCommerce Solutions shall have no liability whatsoever. All of the original shipping cartons, packing and contents must be made available for DHL eCommerce Solutions' inspection and retained until the claim is concluded. DHL eCommerce Solutions is not obligated to act on any claim until all transportation charges have been paid.
17. Payments are due fifteen (15) days from the date of the invoice. If payment is not made within fifteen (15) days, DHL eCommerce Solutions reserves the right to assess a late payment fee of 1.5% on the unpaid balance, and suspend services until payment of all outstanding amounts, including interest, is paid in full or immediately terminate the services.
18. DHL eCommerce Solutions reserves the right to charge based on the greater of actual or dimensional weight. This is referred to as "chargeable weight" and may be billed on a separate invoice. Shipment charges may be based on the higher of customer designated weight, the actual weight or dimensional weight. Any shipment may be reweighed and remeasured by DHL eCommerce Solutions to confirm the shipment weight.
19. Shipper guarantees payment of collect charges and advances. Any penalties and/or other relevant taxes imposed by the destination authorities will be billed back at cost to the Shipper.
20. Any dispute arising under or in any way connected with these T&Cs shall be subject to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law. .
21. The invalidity or unenforceability of any provision shall not affect any other part of these T&Cs.
22. DHL eCommerce Solutions reserves the right to modify, alter or amend the T&Cs at any time without notice. The most current version of DHL eCommerce Solutions' T&Cs is available at:

<https://www.logistics.dhl/us-en/home/our-divisions/ecommerce/shipping/helpful-information.html>