

DHL eCommerce Terms and Conditions of Carriage

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

1. DHL eCommerce agrees to receive, sort, handle and deliver items (the "Services") as described in this document. All Services are subject to product specifications found on DHL eCommerce's website at <https://www.dhl.com/us-en/home/ecommerce.html>, at the time the Shipment is tendered. Where applicable, DHL eCommerce will provide a unique Mailer ID (MID) for each pick up account number. No two pick up account numbers shall have the same MID.
2. Shipper hereby accepts all T&Cs, and provisions referred to herein and the tariff(s), classifications, rates, fees, surcharges, regulations, and conditions of carriage of carrier, and the same shall be binding on Shipper, consignee and owner of the goods. Shipper warrants that it has the authority to execute these T&Cs on behalf of any party with an interest in the Shipment.
3. DHL eCommerce 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 or others as DHL eCommerce 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 deems appropriate. DHL eCommerce will make every reasonable effort to deliver the Shipment according to DHL eCommerce's regular delivery ranges, but these are not guaranteed. Shipper agrees that no time is fixed for the completion of transportation hereunder. DHL eCommerce is not liable for any damages or loss caused by delays.
4. In the event that Shipper does not indicate the class of service or product desired on the front of the BOL, DHL eCommerce will service the Shipment(s) using the appropriate class of service or product as determined by DHL eCommerce in its sole discretion. Should a Shipment not meet the requirements of the service or product that was selected by Shipper, DHL eCommerce may adjust the Shipment to a service or product that matches the Shipment characteristics at the cost of Shipper. The Shipper will be obligated to pay the cost of the class of service or product used by DHL eCommerce to service the Shipment(s) in question.
5. DHL eCommerce will not transport by air any cargo Shipment if the Shipper does not consent to the screening of the cargo. Shipper warrants and agrees it shall provide true, accurate, complete and timely information at all times. If Shipper identifies errors or inaccuracies in any information that it has provided DHL eCommerce, Shipper shall promptly notify DHL eCommerce of the error/ inaccuracy.
6. Shipper warrants that neither Shipper, Shipper's shareholders, beneficial owner or any holding company, consignee, the Shipper's affiliates or any third party contracted by Shipper (e.g., subcontractors), directly or indirectly in conjunction with the Shipment or transaction, is subject to sanctions of the U.N., EU, U.S.A. or, where applicable, other governments and international institutions.
7. Shipper warrants, whether as principal or agent, that all of its Shipments are acceptable for transportation and may be lawfully carried aboard any transportation vehicle by surface or air including cargo or passenger airlines or other federally regulated carrier; that Shipments do not contain articles classified as hazardous, dangerous or prohibited (unless specifically approved by DHL eCommerce in writing) or restricted by any

applicable statutes and regulations including those of the DOT (Department of Transportation), TSA (Transportation Security Administration), IATA (International Air Transport Association); that it has complied with all relevant TSA, DOT and IATA requirements, rules and regulations including Known Shipper Re-Verification form, and, when applicable, completion of a Written Authorization to Prepare or Transmit Shipper's Export Information, and customs, import, export and other laws and regulations regarding admissibility of the goods into a customs territory including but not limited to the protection of intellectual property rights.

8. Shipper warrants that Shipments are correctly classified by Shipper for export and comply with all applicable import, transit, export, customs, export control and sanctions laws and regulations of governmental authorities or international organizations ("Trade Laws") and it shall not request DHL eCommerce to provide any services that would cause, directly or indirectly, a violation of any applicable Trade Laws.
9. Shipper warrants that Shipper shall comply with all end-user, end-use and destination restrictions issued by any governmental authority and shall respond to any governmental inquiry, audit, investigation, penalty action, or other inquiry arising out of questions regarding international trade regulations compliance, including U.S. export controls.
10. Shipper warrants that Shipper shall provide DHL eCommerce with reasonable assistance necessary to comply with applicable Trade Laws and cooperate and respond to any governmental inquiry, audit, investigation, penalty action, or other inquiry arising out of questions regarding applicable Trade Laws.
11. Shipper warrants that Shipper shall not tender Shipments to DHL eCommerce that contain military goods or other goods that are subject to a prohibition, license, authorization or permit (such as dual-use goods or weapons) for their import, export, transit or transfer under export control, sanctions laws and regulations or other regulatory restrictions ("Controlled Goods"). Shipper shall immediately notify DHL eCommerce in writing when he has knowledge or reasons to believe that the Shipment contains Controlled Goods.
12. Shipper warrants that all contents of Shipper's Shipments are acceptable by DHL eCommerce's policies and thus are not part of the list of commodities that DHL eCommerce will not carry, unless specifically approved in writing by DHL eCommerce. Some of the commodities that DHL eCommerce will not carry are items of intrinsic value, including, but not limited to animals, currency, perishables, liquor, plants, precious metals, precious stones, negotiable securities, other instruments, furs, firearms (including imitation or replica) or parts thereof, ammunition (including imitation or replica), explosives, air guns, human remains, pornography and illegal narcotics/drugs. DHL eCommerce 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's Policy on Unacceptable Shipments is available at: <https://www.dhl.com/us-en/home/ecommerce/business-help-center/hazardous-goods-and-unacceptable-shipments.html>.
13. Shipper warrants that all Shipments shall comply with all applicable DHL eCommerce requirements and policies at the time the Shipment is tendered, including the policies relating to Hazardous Goods (located at <https://www.dhl.com/us-en/home/ecommerce/business-help-center/hazardous-goods-and-unacceptable-shipments.html>).
14. The Shipper warrants to DHL eCommerce that if Shipper tenders a package to be shipped by DHL eCommerce, that such 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 and must be complied with to avoid rejection of the mail piece by Postal Service acceptance personnel or air carriers. For all Shipments that contain dangerous goods

content that is approved by DHL eCommerce in writing, Shipper shall ensure compliance with any and all additional requirements (including but not limited to national and international government regulations). 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.

15. Shipper warrants that Shipper will: (a) comply with all U.S. Postal Service (USPS) product specifications and requirements including but not limited to the USPS Move Update Standards, if applicable, and (b) have a valid U.S. return address on all Shipments and will be responsible for paying any return postage and costs due on undeliverable returns. Shipper shall comply with DHL eCommerce's Domestic Shipping Specification (DSS), International Shipping Specification (ISS), and any other requirements communicated by DHL eCommerce. Any supplies provided by DHL eCommerce to Shipper shall only be utilized for the services provided by DHL eCommerce and shall be returned to DHL eCommerce.
16. Shippers consent to the inspection of all packages. DHL eCommerce reserves the right, but is not required, to open and inspect a Shipment without prior notice to Shipper. DHL eCommerce 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 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. DHL eCommerce may also refuse to transport by air any cargo Shipment if the Shipper does not consent to the screening of the cargo.
17. Shipper shall indemnify, defend, and hold DHL eCommerce harmless for any loss, fines, penalties 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 specifications or requirements and for Shipper's breach of any warranty or 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; (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.
18. DHL eCommerce's liability is strictly limited to direct loss only. It is agreed that the liability for DHL eCommerce products that are not covered by Shipment Value Protection, as further described in Section 19 of these T&Cs, shall be limited to:
 - (i) for international Shipments transported by air, DHL eCommerce's liability is limited by the Montreal Convention or the Warsaw Convention, as applicable, or, in the absence of such Convention, to the lesser of: (i) 26 Special Drawing Rights ("SDRs") per kilogram, approximately US \$15.50 per pound, or (ii) the actual value of the document or parcel
 - (ii) for international Shipments transported by road, DHL eCommerce's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road ("CMR") to the lesser of: (i) 8.33 SDRs per kilogram, approximately US \$5.00 per pound, or (ii) the actual value of the document or parcel; and
 - (iii) for domestic Shipments in the U.S., the lesser of: (a) US \$100.00 per BOL, (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 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's attention before or after acceptance of the Shipment.

19. 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 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. Certain products may have enhanced coverage, referred to as "Shipment Value Protection", and described on DHL eCommerce's website (currently located at <https://www.dhl.com/us-en/home/ecommerce/business-help-center/shipment-value-protection.html>) at the time the Shipment is tendered, unless Shipper specifically opts out. All claims for coverage under Shipment Value Protection are handled directly between the Shipper and UPIC and the tracking ID is required to file a claim.
20. DHL eCommerce is not liable for any loss or damage or any delay in performing any of its obligations under this Agreement to the extent such delay or damage arises out of circumstances beyond DHL eCommerce's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; third party cyber-attacks or other information security related threats; any defect or characteristic related to the nature of the Shipment, even if known to DHL eCommerce; any act or omission by a person not employed or contracted by DHL eCommerce - e.g. Customer, Shipper, receiver or consignee, third party, customs or other government official, pandemic, war, plane crash, embargo, riot, strikes, civil commotion, acts of terrorism, industrial action or government action including the cessation of postal operator operations or any other similar events, and force majeure events including natural disasters. If by reason of an event beyond DHL eCommerce's control, DHL eCommerce can fulfill its obligations only by incurring additional costs, any such reasonable costs shall be borne by Shipper.
21. 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. All claims must be submitted in writing to DHL eCommerce and must be filed within ninety (90) days from the date that DHL eCommerce accepted the Shipment; failing which DHL eCommerce shall have no liability whatsoever. All of the original shipping cartons, packing and contents must be made available for DHL eCommerce's inspection and retained until the claim is concluded. DHL eCommerce is not obligated to act on any claim until all transportation charges have been paid.
22. Payments are due fifteen (15) days from the date of the invoice subject to credit approval. If payment is not made within fifteen (15) days or Shipper is no longer found to be credit worthy by DHL eCommerce, DHL eCommerce reserves the right to implement a change in payment terms, 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. DHL eCommerce's systems are the system of record for all billing transactions. Claims for overcharges or undercharges must be made in writing within six (6) months from the date of the invoice.
23. DHL eCommerce 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. Package charges may be based on the higher of customer designated weight, the actual weight or dimensional weight. Any package may be reweighed and remeasured by DHL eCommerce to confirm the package weight. The dimensional weight of the package is calculated using the formulas listed on the DHL website, <https://www.dhl.com/us-en/home/ecommerce/business-help-center/chargeable-weight.html>, at the time the package is tendered.

24. Shipper guarantees payment of collect charges and advanced payments made by DHL eCommerce, including, but not limited to, duties and taxes, penalties imposed by the destination authorities, governmental fees, brokerage fees, and any other fees paid on behalf of Shipper. Any penalties and/or other relevant taxes imposed by the destination authorities will be billed back to the Shipper.
25. 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. EACH OF THE PARTIES IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS OF CARRIAGE OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY.
26. The invalidity or unenforceability of any provision shall not affect any other part of these T&Cs.
27. If Shipper fails to abide by any of the obligations of these T&Cs, DHL eCommerce reserves the right to adjust the mode of transportation or reject and return the Shipment at Shipper's expense, and/or assess additional fees.
28. Shipper and DHL eCommerce shall disclose any required information to those third parties who reasonably need to know such information to perform or enable the Services herein, which may include but is not limited to subcontractors, agents, or sales affiliates.
29. DHL eCommerce reserves the right to modify, alter or amend the T&Cs at any time without notice. The most current version of DHL eCommerce's T&Cs is available at: <https://www.dhl.com/us-en/home/ecommerce/business-help-center/terms-and-conditions.html>