

## DHL Global Forwarding Terms & Conditions

(valid as of Oct. 23, 2018)

### General Conditions

- DHL Global Forwarding, the freight forwarding business unit of DP DHL Group and all its subsidiaries and affiliates, may choose to fulfill any contractual obligation, using any carrier or subcontractor and routing at its sole discretion, unless otherwise agreed in writing.
- Transit times indicated are estimates and actual transit times may differ according to carrier schedules. Further, such indicated transit times do not reflect delays due to export control or customs clearance processes, and are applicable to working days only.
- Total charges offered do not include insurance coverage, unless explicitly mentioned. In case no explicit insurance product is agreed, DHL Global Forwarding's liability is limited to the Standard Trading Conditions defined below and/or the conditions as printed in the Bill of Lading resp. Air Waybill.
- Any contract concluded on the basis of this quotation can be terminated by either party at any time with at least 25 working days prior written notice.

### Special Conditions for Air Freight

- All charges and services offered by DHL Global Forwarding are subject to DHL Global Forwarding's Standard Trading Conditions and House Air Waybill Terms (please refer to the link below):  
[http://www.dhl.com/content/dam/downloads/g0/logistics/conditions/dgf\\_houseairwaybill\\_terms\\_conditions\\_06\\_2010.pdf](http://www.dhl.com/content/dam/downloads/g0/logistics/conditions/dgf_houseairwaybill_terms_conditions_06_2010.pdf)
- "Freight charges" as well as "Origin & Destination charges" will be charged based on chargeable weight which is the greater of gross or volumetric weight. Volumetric weight is determined using a factor of 1:6, meaning, for instance, a volume of 1 cubic meter has an equivalent volumetric weight of 166.67 kilograms (referred to in the quotation as "density ratio"). ,
- All charges quoted are only applicable and valid for stackable, general cargo (no dangerous goods, no high-value, no temperature controlled, no perishables, no special handling requirements), not exceeding 2,000 kilogram chargeable weight per shipment, unless explicitly stated otherwise.
- If the sender or its loading facility is not certified as a "known consignor" by local authorities, the dispatch shall be submitted to an X-ray examination before being transported by plane or other local security screening may apply. This may result in additional costs for the freight payer.
- DHL Global Forwarding will apply fuel and security surcharges as effective at date of shipment based on chargeable weight. Surcharges will be applied as per DGF origin standard and adjusted in line with market development.
- Rates are based on known shipper/consignor status as defined by the local authority/regulatory body (United States Transportation Security Administration, Transport Canada, etc.).

### Special Conditions for Ocean Freight

- Danmar Lines is DHL Global Forwarding's in-house carrier. All charges and services offered under DHL Global Forwarding and/or Danmar Lines are subject to DHL Global Forwarding's Standard Trading Conditions, Danmar Lines' Standard Conditions respectively (please refer to the link below):  
([http://www.dhl.com/content/dam/downloads/g0/logistics/conditions/danmar\\_line\\_bill\\_of\\_lading\\_terms\\_and\\_conditions\\_0916.pdf](http://www.dhl.com/content/dam/downloads/g0/logistics/conditions/danmar_line_bill_of_lading_terms_and_conditions_0916.pdf) ).
- Unless otherwise explicitly agreed, all charges quoted are only applicable and valid for general cargo (no dangerous goods, no high-value cargo, no temperature controlled, no perishables, no special handling requirements); cargo needs to be seaworthy and in gauge. In addition, LCL cargo must be stackable, not oversized (less than 5.8m length, less than 2.2m in width and height), weigh less than

2,500 kilogram per piece, not exceed a shipment volume of 20 cubic meters, not exceed a shipment weight of 10,000 kilogram and not consist of or contain personal effects.

- LCL "Freight charges" will be charged based on chargeable weight, which is the greater of gross or volumetric weight. For LCL cargo volumetric weight is determined using a factor of 1:1, meaning, for instance, a volume of 1 cubic meter has an equivalent volumetric weight of 1,000 kilograms (referred to in the quotation as "density ratio").
- LCL "Origin & Destination charges" will be charged based on chargeable weight, which is the greater of gross or volumetric weight. For LCL cargo volumetric weight is determined using a factor of 1:3, meaning, for instance, a volume of 1 cubic meter has an equivalent volumetric weight of 300 kilograms (referred to in the quotation as "density ratio").
- All charges can be subject to a minimum shipment size. The minimum is 1 cubic meter, unless explicitly specified otherwise.
- For shipments for which DHL Global Forwarding is contracted for import services only, we need to receive one endorsed original bill of lading, a packing list and the commercial invoice by mail, if not agreed otherwise, before the ocean-going vessel reaches the destination port.
- When DHL is acting in the capacity of a non-vessel-operating common carrier (NVOCC), these terms and conditions shall also constitute a Negotiate Rate Arrangement (NRA) as defined by the Federal Maritime Commission (FMC). **THE SHIPPER'S BOOKING OF CARGO AFTER RECEIVING THE TERMS OF THIS NRA OR NRA AMENDMENT CONSTITUTES ACCEPTANCE OF THE RATES AND TERMS OF THIS NRA OR NRA AMENDMENT.**

#### Rates, Prices, Invoices

- The prices offered do not include duties, storage fees and are subject to applicable taxes, especially value-added tax (VAT); other charges for additional services may apply.
- Pickup and/or delivery charges are based upon standard services and equipment, and the quoted charges do not apply for bonded truck service and are only applicable for regular business hours, if not otherwise agreed. Fuel surcharges are subject to change.
- Collection and delivery costs specified in this quotation refer to the specified collection and delivery point only. Should collection and/or delivery points not be specified or be different the standard DHL Global Forwarding tariff for such service applies.
- All charges and services offered are subject to (vessel) space and equipment availability and unhindered routes of transportation.
- In case of shipment 'no show', DHL Global Forwarding reserves the right to charge a 'no show fee'.
- Any customs clearance fee for standard import & export declarations covered in the quotation includes up to three (3) HS codes (lines), any additional HS code will be charged as "additional line". For any other customs related services, beyond standard import and export declarations, additional fees apply. If required by the customer, and allowed as per country legislation, the disbursement of Duties & Taxes done by DHL on behalf of the customer will trigger a surcharge. Any third party fees charged to DHL (e.g. Port Handling, Terminal Charges and Storage) will be invoiced at cost.
- Any invoice shall be payable upon receipt, except if agreed otherwise in writing. We shall reserve the right to request payment in advance.

#### Compliance to Export Control and Sanctions

By accepting an offer for DHL Global Forwarding to provide transportation or related services or by making a counter-offer to DHL Global Forwarding for DHL Global Forwarding to provide such services, you thereby also confirm as a condition of such services that your tendering of cargo to DHL Global Forwarding, DHL Global Forwarding's facilitating the transport of such cargo to the specified destination(s) and/or consignee(s), and DHL Global Forwarding's providing other related services in connection with such cargo, as well as any other transactions incident thereto, will not cause a breach or violation of any applicable economic sanctions

including, without limitation, any financial sanctions or export controls administered or enforced by the European Union, the US Treasury Department's Office of Foreign Assets Control, the US Commerce Department's Bureau of Industry and Security, the US State Department, or any similar laws or regulations which may apply. You further confirm and undertake that any cargo tendered by you to DHL Global Forwarding is not subject to export control restrictions and that any content contained in the cargo cannot be qualified as dual-use or military-use goods. In cases where your shipment or cargo is subject to financial sanctions or export controls, you undertake to provide us with all relevant licenses and/or evidence of exemptions prior to engaging DHL Global Forwarding's services in connection with such cargo. DHL Global Forwarding retains the right to refuse to accept, or suspend delivery of, any shipments or cargo for the purposes of complying with applicable financial sanctions and export control laws and regulations, the interpretation of which is fully at DHL Global Forwarding's discretion.

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#### **Standard Trading Conditions**

#### **Other Conditions**

*'.....Legal Entity.....'*