



Terms & Condition general contract for DHL GLOBAL FORWARDING VENEZUELA

Apply charge "Collect Fee" of 8% on value for International freight with the Minimum USD 45,00

DHL Offers to make payments to third parties on behalf of the client, for which two items of billing are considered: the first relating to the administrative process of making the payment on behalf of the client (Disbursement) at a rate of 8% on the amount disbursed, and the second, regarding the financial costs of DHL when disbursing cash on behalf of the client (Financing) at a rate of 4% on the amount disbursed.

Local Charges at destination may suffer some variation without prior notice. The current local Charges will be applied, and the local management at the previously offered destination will be without effect. The validity of the offer will be subject to revision in the following cases: a) prior expiration thereof; b) in case of significant changes in the labor policies established by the Labor Law; c) Devaluation of the currency; d) Inflation greater than 15%; e) When the volume of cargo reported and / or projected for the establishment of the tariff does not adjust to the real volume handled by DHL Global Forwarding Venezuela, C.A .; f) Quarterly review.

Billing will be applied according to the current exchange rate of the Complementary Currency System (DICOM) published by the Central Bank of Venezuela.

Claims will not be accepted in the elaboration of the invoicing of the service after counted 05 working days to the delivery of the same.

Cancellation of invoice by special requirement of the client will be invoiced cost of 5 USD to the current change of the System of Complementary Currency (DICOM).

Issuance of Credit Note by special request of the client, will be invoiced 5 USD to the current change of the System of Complementary Currency (DICOM).

Once we have paid our local management invoice, we invite you to let us know the deposit information made through the electronic address: registro_pago@dhl.com., For the purposes of registering the payment and canceling the debt.

The release of documents will be effective upon presentation of the Voucher or confirmation of the bank transfer in the Cashier located in the office of DHL Global Forwarding.

Rate does not include VAT.

The cost of storage, warehouse management or other service that is not under the direct responsibility of DHL will be considered payments to third parties and will be invoiced with the corresponding supports.

In case of requiring a line of Credit for the cancellation of Local Management, it will be necessary to follow the credit application process through the Executive of the assigned Account in order to provide the necessary precautions and to inform the procedure for the approval of the same.

The Advisory Services for the processing of Special Regimes, Import, Export, among others will be quoted upon request.

DHL Global Forwarding Venezuela, C.A. does not assume the responsibility of preparing Actas Cadivi. Our management is limited to the compilation of the documents, organization of the file, presentation, verification and withdrawal of Acts before the offices of Cadivi, located in the respective customs.

The Special Security Services will be quoted separately according to the security scheme required by the Client for their loads.

In the case of Direct Shipments, the customer or its international carrier will be responsible for notifying the arrival of the transport vehicles or cargoes and the Custom Time Lead Time will be counted from the date of reception of the relocation code in Sidunea to the dispatch.

When the cargo is shipped with a customer transport, the latter will be responsible for delivering to DHL Global Forwarding Venezuela, C.A., the original exit pass stamped by the National Guard, in order to withdraw the CADIVI Verification Acts (if applicable).

For suggestions or complaints related to the service provided, we thank you very much to send us the respective claim to the email address: http://www.dhl-tools.com.ec/vozdelcliente_VE

TERMS AND CONDITIONS GENERAL OF DHL GLOBAL FORWARDING

Area of application.

These General Terms and Conditions of Contract (TGC) shall be observed obligatorily to regulate the provision of services by DHL GLOBAL FORWARDING (DHL), its affiliates, associates, agencies and branches to the extent that they do not contravene public order norms of the applicable legislation in the country where the service is provided.

In everything not foreseen by the parties or in those points where there is darkness or ambiguity, the TGC will prevail.

The services provided by DHL in its capacity as transporter ("carrier"), will also be regulated by the specific contracting conditions of such services established in the air waybill, transportation guide, bill of lading, and bill of lading, which will complement the TGC.

In case of conflict between the TGC and the Specific Contract Conditions of such services, the latter will prevail.

Of the different services provided by DHL:

DHL provides the following commercial services:

Freight forwarding / cargo consolidation. In the provision of these services, DHL intervenes as a mere intermediary in the name and on behalf of the client (mandate) when entering into contracts with carriers, carriers not operators of vessels ("NVOCC"), multimodal transport operators (OTM), maritime corridors, customs agents, depositaries and other subjects that provide their services in execution of the operation.

International or national transport (cash or contractual) of cargo: DHL issues its own transportation document (bill of lading, air waybill or consignment note) assuming the obligation to transport the goods that have been delivered by the customer or by the sender that it indicates. In order to comply with the transport contract, DHL is fully authorized to carry out the transport with its own means or subcontract it to third parties (effective carriers), all of your choice. The transport will be international when the place of reception and the place of delivery of the merchandise, indicated in the transport document, are located in two different countries.

Storage or Warehouse services: DHL is obliged to receive the goods and store them in its custody, and is authorized, for this purpose, to procure storage with its own means or subcontract it with third parties (effective depositories).

Customs Agency: DHL acts as agent of the Client before the customs authorities. The Customer shall, at its cost, account and risk, provide all information and / or documentation necessary to achieve compliance with current regulations. In the same way, it corresponds to the Client, the payment of all expenses, taxes, fees and other emoluments associated with customs operations. The Customer will be responsible for the accuracy and veracity of the data, information and documentation provided to DHL to carry out the entrusted tasks and will be responsible to the customs authority and to DHL for the inaccurate, false or incomplete declaration.

When DHL contracts as a principal for any service, it will be entirely free to provide the services by itself or subcontract, under any term, all or part of them.

When DHL acts as agent on behalf of the Customer, DHL shall have power, and the Customer expressly authorizes DHL, to enter into any and all contracts on behalf of the Customer that are necessary or desirable to comply with the Client's instructions, whether such contracts are subject to the business conditions of the parties with whom such contracts are signed or not. DHL, at the request of the Client, will provide evidence of any contract subscribed as Client's agent. Insofar as DHL fails to comply with the obligation to supply said evidence, it will be presumed that it contracted with the Client as principal for compliance with the Client's instructions.

Proposal and acceptance of clients.

The proposals, orders and acceptances of the clients will be transmitted to DHL in writing or by electronic means which must be duly signed by the Client. If the Client's instructions are transmitted verbally and DHL will act on its understanding of them, the Client will accept the economic consequences or any other consequences derived from such action. In any case, it is up to the Client to prove that DHL: - acted in contravention of the instructions transmitted verbally, - that its instruction and transmission was complete, correct and accurate.

The instructions are subject to the acceptance of DHL and must contain all the necessary information to be able to fulfill them diligently; In particular, and without being limited to this, the Customer must include all information related to the handling of restricted, dangerous, explosive, corrosive, perishable, valuable goods or that by their nature require special treatment.

Special provisions relating to air, maritime or land transport services; cargo agency, shipping, customs and storage.

Examination of orders or proposals and verification of merchandise. DHL will examine the orders proposed by the clients before their acceptance. The inspection, weighing, measurement or verification of the goods or the contents of their containers will only take place at the express request of the Client and at their own risk. If DHL observes any ambiguity or inaccuracy, it will take, at the Client's risk, all the actions it deems necessary in the Client's interest and the latter will be obliged to reimburse its cost.

Delivery terms. The guarantee of the delivery period must be expressly agreed upon and in writing, at least, detailing the last delivery period as well as the agreed additional surcharge. In the absence of additional surcharge such guarantee will have no value.

Valuable or high value Charges The Client must declare with precision the valuable nature of the goods before the provision of the service is verified. In the absence of such statement of the Client or of insufficiency or inaccuracy of the same, DHL will consider and treat the goods as not valuable. Without prior written consent from a DHL representative duly authorized for this purpose, DHL will not accept or deal with goods that require special handling in relation to its transportation, handling or safety, due to its nature, including - but not limited to - gold ingots , coins, precious stones, jewelry, valuables, antiques, art, human remains, livestock, pets, plants, etc. Except in accordance with instructions previously received and accepted in writing by DHL, DHL will not accept or deal with goods of a dangerous or harmful nature, nor with goods suitable for the propagation of parasites or other pests, nor with goods that may contaminate or affect other goods. . If such goods are accepted under a specific arrangement, but subsequently, in the opinion of DHL, constitute a risk to other property, property, life or health, DHL may, when reasonably possible, contact the Customer to require that remove or otherwise dispose of the goods, but reserves the right, in all events, to do so at the Client's expense. Notwithstanding the foregoing, when the Customer surrenders to DHL or causes DHL to treat or manipulate goods of a dangerous or harmful nature or goods suitable for the propagation of parasites or other pests, or goods that may contaminate or affect other goods, they were declared to DHL or not, the Customer will be responsible for any loss or damage arising in connection with said goods and indemnify DHL against any penalties, claims, damages, costs and expenses arising in connection with them, and the goods may be treated in the manner in which DHL or any other person in whose custody they are at the relevant time, considers appropriate and appropriate.

First load and last download. Unless otherwise expressly stipulated, the first operation of loading the goods in the means of transport as well as the loading of the containers will be the responsibility of the shipper or shipper. In the same way, the last unloading operation will be the responsibility of the consignee or consignee.

Freight transport insurance (damage insurance). DHL will only take transport insurance of goods on account and order of the Client, at his express request and entirely at his cost. Likewise, all the insurances hired by DHL on behalf of the Client will be subject to the exceptions and conditions of the policies of the insurers or adjusters that assume the risk. Unless otherwise agreed, DHL will not be obliged to contract insurance separately on the goods, but may declare it on any general or open policy that has been contracted. As long as DHL agrees to take out insurance, DHL acts only on behalf of the Client.

Unforeseen storage during transit ("unforeseen intermediate storage")

If the consignee refuses to receive the goods at destination, or if the shipment is stopped or diverted during transit for reasons beyond the control of DHL, the goods will be deposited for storage at the Client's risk, leaving the trip finished and , accordingly, it will be understood that DHL has complied with its contractual obligations. As soon as possible, DHL must inform the Customer and the insurer, in the event that DHL has contracted transport insurance under instructions from the Customer - of said unforeseen storage and termination of the aforementioned transportation contract.

Securities to collection or "Cash-On-Delivery" (C.O.D.) The collection of any sum of money corresponding to the value of the goods upon delivery thereof will only be made when there are specific instructions in writing from the Customer. In such case, the goods will be delivered to the consignee only upon receipt by DHL of an irrevocable confirmation of payment issued by a bank in favor of the Client or against a payment check issued by a bank in favor of the Client in the established currency. DHL will not be responsible for the losses to which the exchange rate differences may give rise.

General Storage All the goods that are going to be stored will be delivered to a warehouse, duly marked and packed for handling. The Customer shall provide at the time of or before said delivery, a manifest indicating the marks, signs or sizes with clear instructions on how to handle the goods during storage. If there is prior agreement, the goods can be received or delivered during hours other than regular business hours, subject to a surcharge. The instructions for the transfer of goods from the warehouse are not effective until their acceptance by DHL, and all charges accrued up to the time of transfer are borne by the Customer. If a shipment includes the handling of the goods, said service will be charged to the Customer. DHL will not be responsible for delays, delays or delays, delays of trucks, trailers or other incoming or outgoing containers unless directly due to errors and / or omissions directly attributable to DHL and in accordance with the provisions of subsection clause 6.8 The workforce in the hold required for services other than ordinary handling and storage as well as the special or value-added services requested by the Client shall be charged to the Client.

Additional costs and reimbursement. DHL will not be responsible for the incorrect collection of freights, customs taxes, taxes, fees, contributions, or any other expense accrued and collected due to or on the occasion of contracted services, unless the Client certifies that said incorrect collection was caused by fault of DHL. Upon presentation of the appropriate documentation relating to the disbursements made by DHL, the Customer is obliged to make immediate payment of the additional amounts of freight, customs duties, taxes, fees, contributions, or any other expense paid by DHL to cause or on the occasion of the services rendered.

Method and Transportation Route. Unless otherwise agreed expressly in writing, DHL may decide and select the method, route and procedure it deems most appropriate for the handling, transport and stowage of the goods. If the Client, consignee or owner of the goods does not take possession of them at the agreed time and place and where DHL is authorized to deliver, DHL shall have the right to store the goods and any part of them, at the sole risk of the Customer. , consignee or owner, at which time the responsibility of DHL in relation to the goods, or any part of them, stored in accordance with what is established here, will cease entirely. All costs incurred by DHL as a result of failure to deliver the goods due to causes attributable to the Client, consignee or owner, will be considered as accrued freight and such costs will be paid by the Client at the request of DHL.

Disposition of abandoned or deteriorating assets. DHL shall be entitled, at the Client's expense, to dispose of or manage the disposition (by sale or in any way that is reasonable under the circumstances) of the abandoned or deteriorating property in the following events: i) Once the has notified the Client in writing 30 days in advance or, if 90 days after the goods are in the custody of DHL, the Customer has not been able to be located and can not be delivered according to the instructions given by the Customer and they have made reasonable efforts to contact the parties that may have an interest in the goods; and ii) Once the Client has been notified in writing 30 days in advance, about those goods that have perished, or have deteriorated or altered, or are immediately prospective to do so in a way that they have caused or may reasonably consider that will cause loss or damage to DHL, or to third parties or that its storage may contravene any applicable law or regulation.

Terms and Conditions of Payment.

The invoices of DHL will be immediately demanded expired the term stipulated for its payment. The Client waives all legal requirements to be constituted in default. Once the deadline for payment has expired, DHL is authorized to collect late payment interest at the highest rate authorized by local legislation. When the Customer instructs DHL to request the payment of the storage, freight, customs duties, customs fees, etc., to the consignee of the goods or to any third party and they do not proceed to pay the amounts demanded by DHL, the Client will be responsible for them. All those additional services that DHL will provide, such as restoration, quality controls, inventory controls, availability of labor for tasks, equipment availability, etc., will be paid by the Client. Invoices for the services provided by DHL can not be subject to compensation.

Responsibility of the Client

The Client shall be responsible for his actions and omissions and those of his dependents, subcontractors, assistants and other persons under his charge. In particular, you will be responsible for all consequences that arise from:

Packaging, labeling and marking that is not appropriate to the requirements of the transport or service contracted;

Incorrect, inaccurate or incomplete instructions or documentation;

Labeling or incorrect, inaccurate, incomplete or insufficient goods brands;

Lack or delay in the delivery of the necessary documentation.

The lack of written declaration at the time of conclusion of the agreement on the dangerous, corrosive, explosive or perishable nature of the goods.

DHL responsibility - Responsibility as a freight forwarder. When DHL resorts to transporters, customs brokers, depositories, stevedores, among others, DHL will only be responsible for the diligent selection of the same as well as for the correct transmission of the instructions received from the Client. In case of damage, loss or delay caused by carriers, customs brokers, custodians, stevedores, among others, DHL will be obliged to formally record the Client's claim against said service providers to preserve the possible rights of the Client. At the request of the Client, and to the extent possible and convenient, DHL will proceed against said service providers at the Client's risk. In that case, DHL will be entitled to receive reimbursement of your expenses and the payment of an appropriate commission. At the request of the Customer, DHL will assign any right that it may have against the service provider to its Client.

Responsibility as International or National Freight Carrier. DHL will be responsible as a carrier only for the contracted route. In any case, DHL will be exonerated from all responsibility according to the causes of exoneration provided in the International Agreements and legislation in force. DHL will not be responsible for the carrier but as an intermediary when the Customer has received a transport document issued by a person other than DHL.

Liability as Depositary. DHL will use all the reasonable diligence required of a logistics operator in the provision of the Logistics Services. DHL will not be responsible for any loss, damage or deterioration of the Inventory Merchandise unless such loss, damage or deterioration has resulted from the lack of employment of the care that a reasonably diligent logistical operator would have used under the same circumstances. DHL will carry out the custody of the goods but not the analysis of the Goods. The Client acknowledges that DHL does not have any technical or specific knowledge about the Goods and therefore DHL will not be held responsible for any defect, technical failure or malfunction of the Goods, whatever the origin of said failure. In no case will DHL be responsible for damages or losses to the Goods caused by inherent defect of the thing, hidden defects, packaging and incorrect or deficient marks, natural loss of products, events beyond the reasonable control of DHL. and any strange cause not attributable to DHL. DHL will not be responsible for the loss of merchandise, due to inventory depletion, mysterious disappearance, unless the Customer verifies that said loss was due to the lack of reasonable diligence in the handling of the merchandise.

Limit of Liability The responsibility of DHL is limited as follows.

When DHL acts as cargo agent, or carrier: i. Regarding air shipments, to 19 Special Drawing Rights net per kilo of damaged or lost goods; ii) Regarding maritime shipments, at 2.5 Special Drawing Rights per kilo of damaged or lost goods or 666.67 Special Drawing Rights per unit of damaged or lost freight, according to the limit that is higher; iii) Regarding domestic and international terrestrial shipments, to 2 Special Drawing Rights per kilo of damaged or lost merchandise; iv) In case of delay, the responsibility of DHL will be the amount of the freight charged. v) In case of errors and / or omissions, or series of errors and / or omissions, by DHL in its management of cargo agent or shipping coordinator, merchandise depository, will be limited to the amount of the fees charged by the specific service where the event was presented and a maximum of the sum of 10,000 Special Drawing Rights

With regard to loss, loss or damage of merchandise in the provision of the storage service. The responsibility of DHL will be limited to 4% of the annual billing of the service and subject to the margin of tolerance established in the quotation of the services.

When DHL acts as a customs broker, your liability will be limited to 50 US dollars per transaction

When DHL acts as merchandise depository in a consolidation and deconsolidation operation (crossdock), the liability will be limited to the sum of 2 Special Drawing Rights (SDR) per kilo of damaged or lost merchandise, or to the value of the same, the that is less

In no case will DHL be liable for indirect damages such as lost profits, market losses, fines, penalties or any other type of consequential damage.

DHL will not be responsible for the value of the merchandise in case of total or partial theft of the same during the terrestrial transit or road accident, unless it is proved convincingly that such fact was a direct consequence of his duly proven serious fault, for which the respective certificates issued by the competent authorities must be accredited.

For the purposes of this clause 6.8, the value of the goods will be the value declared in the transportation documents and the value of the Special Drawing Rights (SDR) will be calculated on the date of receipt of the claim by the Client.

Subject to clause 6.8, the liability of DHL for loss or damage resulting from failure to deliver or coordinate the delivery of the goods in a reasonable time, or failure to comply with the dates of departure or arrival, may not exceed under any circumstances, the sum equivalent to double the charges charged for the specific service.

Extended responsibility

In any case the responsibility of DHL will be subject to the limitations contemplated by the International Agreements and the specific contracting conditions of each service, the rules of public order contemplated in the applicable laws in the country and in force that regulate their activity and these TGC . However, prior to the provision of the service, the parties may agree to higher limits, as long as it is in writing, and the Customer is adjusted and paid the additional charge for such extension of responsibility.

Notice of damage.

The Customer must notify in writing any damage or loss that has occurred to the merchandise that is the object of the service provided by DHL, within the periods detailed below. The lack of timely notice extinguishes the rights and actions of the Client against DHL for such causes i) Transportation - Apparent damage. The recipient or consignee must notify DHL in writing of the loss or damage of the goods, specifying the nature of such loss or damage, at the time the goods have been delivered. Otherwise, it is presumed that DHL has delivered the goods as they are described in the transport document. ii) Hidden damage: When the damage or loss of the goods is not evident, the consignee must notify DHL in writing within 3 calendar days of the date on which the goods have been delivered. iii) Deposit and other services - Apparent Damage: In relation to any apparent loss or damage, any claim from the Customer must be notified in writing to DHL at the time the Customer knew about the event.

Prescription and Expiration

The rights and actions of the clients against DHL related to national and / or local transport services shall expire and / or expire in accordance with the provisions of the Agreements, Treaties and current legal regulations. Notwithstanding the foregoing, any formal claim filed by the Client against DHL with respect to any service provided by DHL, or that DHL has undertaken to supply shall be made in writing and notified to DHL within fourteen days after the date on that the Client is aware, or reasonably should have been aware of any event or occurrence that may have given rise to said claim, and any claim not made and notified of the established form will be considered waived and canceled, except when the Client can demonstrate that it was impossible for him to comply with this time limit and that he made the claim within the reasonably possible term for him.

Indemnity.

The Client shall hold DHL harmless from and against all K187 loss, damage, expenses and costs of any nature (including, without prejudice to the generality of the foregoing, any tariff, taxes, imposition, encumbrance, deposits or expenditures of any nature, determined by any authority in relation to the goods) that arise from the performance of DHL in accordance with the instructions of the Customer or that arise from any breach by the Client with its obligations under these TGC, or from the negligence of the Customer, or from any assumed responsibility or incurred by DHL before third parties, on the occasion of compliance with the instructions of the Client, as well as all claims, costs and demands of any kind filed by any person, in excess of the responsibility of DHL under these TGC.

Exclusion of responsibility

DHL will be exonerated of all responsibility when the loss, damage, breakdown or delay is caused by strange circumstances not attributable to it to its dependents, assistants and subcontractors, namely: - Major force or fortuitous event; - Fault of the Client, his dependents, assistants and representatives; - The lack or deficiency in the packaging, marking and stowage made by the customer. - Own defect of the merchandise; - Fact of the prince, strikes, strikes or similar war, rebellion, revolution, insurrection or civil strife, usurpation or vacuum of power, any hostile act committed by or against a belligerent power or legitimately constituted authority, any act of terrorism or similar, rife mutiny whether these acts occur in any part of the territory in which DHL provides the service.

Right of retention and privileged credit

In accordance with the applicable legislation, DHL will have a broad right of retention over the goods and documents in its possession as a guarantee of payment of all amounts owed by the Customer to DHL relating to all transactions made with said Customer and not only to those referring to the goods and documents that DHL currently has in its possession. DHL will have a privileged credit, up to the maximum allowed by applicable law for any amount due owed to DHL by the Client and may exercise said privilege in accordance with the regulations in force.

Jurisdiction and applicable law.

Unless otherwise agreed or will result from the applicable law, actions against DHL shall be instituted only in the place where DHL's principal domicile is located and shall be decided in accordance with the applicable law and the TGC. 266/5000 Unless otherwise agreed or will result from the applicable law, actions against DHL shall be instituted only in the place where DHL's principal domicile is located and shall be decided in accordance with the applicable law and the TGC.