

## Commercial Terms and Conditions

All services of DHL Global Forwarding are offered and transacted under (1) the DHL Global Forwarding Standard Trading Terms and Conditions April 2016 ("Standard Trading Terms and Conditions") and, where issued, (2) the DHL Global Forwarding's House Air Waybill ("DHL Transport Document") all of which exclude or limit the liability of DHL Global Forwarding in certain circumstances. Where a DHL Transport Document is issued, the terms and conditions contained or evidenced in such DHL Transport Document shall, in so far as these are inconsistent with the Standard Trading Terms and Conditions, be paramount and govern the services in respect of which the DHL Transport Document is issued.

- DHL Global Forwarding reserves the right to reject your booking request after evaluation of the details regarding shipper, consignee and trade lane requested.
- Services are offered under the DHL Global Forwarding brand, with underlying carriers and any other subcontractors being chosen at DHL Global Forwarding's discretion and choice, unless otherwise and explicitly agreed.
- Our pricing proposal is valid for acceptance within 14 working days. We recommend that after 14 working days rates are reconfirmed with the Online Quotation Tool. Airfreight rates, surcharges and other accessorial charges may have changed.
- All rates will ONLY be applicable upon acknowledgement or acceptance by written confirmation or a booking.
- All rates and services offered are subject to space and equipment availability, unhindered methods and routes of transportation.
- In case the actual shipment size and weight differ from what the customer originally indicated, DHL Global Forwarding will adjust the rates accordingly.
- The estimated shipment costs are NOT INCLUSIVE of tax and duties, storage fees and charges related to additional services provided locally.
- Any additional governmental or regulatory organization practices, surcharges, procedures or regulations which result in increased cost to DHL Global Forwarding will be passed on proportionately to the customer.
- In case disbursement of other shipment costs is required, all such related costs will be invoiced at costs to the customer (a handling fee may be applicable for any such disbursements).
- Carrier specific surcharges are determined by origin and destination country for each shipment and are applied to the applicable calculation basis. All surcharges are subject to change at time of shipment, if not otherwise agreed.
- The rates are for lower deck general cargo only. They do not apply to shipments of dangerous goods, valuable cargo, hazardous materials, batteries, over-dimensional or perishables or any other shipments that require special handling, if not otherwise agreed.
- Rates are not applicable for single shipments of more than 2'000 kg chargeable weight, if not otherwise agreed.
- Airfreight dimensional weight rule: 1 cbm equals to 167 kg chargeable weight (1 kg to 6000 ccm; 1 pound to 166 cubic inches of volume; 1 kg to 366 cubic inches).
- Any non-standard service requests like holiday pick up, over-time pick up, heavy lift will require separate quote.
- For rates or other charges that are based on a currency other than the agreed upon billing currency, such rates and charges will be subject to currency conversions based on the exchange rate published at time of invoicing. Billing will take place in local currency.
- DHL Global Forwarding Vietnam will not assume the liability with regards to changes in the rate of exchange. All rates are subject to change to reflect the rate of exchange at time of billing per HSBC selling exchange rates ([http://www.hsbc.com.vn/1/2/miscellaneous\\_en/exchange\\_rate](http://www.hsbc.com.vn/1/2/miscellaneous_en/exchange_rate)).

- A currency uplift fee may be applied to protect DHL from currency exchange rate fluctuations.
- Online Quotation Tool exchange rate for quotation purposes is based on Oanda.com.
- Unless otherwise agreed separately, DHL Global Forwarding standard payment term is on cash basis due immediately after the invoice date. Shipment will not be processed for uplift nor released for delivery without payment.
- The transit times stated in the offer are indicative only, not guaranteed. DHL Global Forwarding would not be liable for any delays for any reasons whatsoever. Further, such indicative transit times do not include time taken for customs clearance and holidays.
- New emergency surcharges may be implemented at the time of shipment due to unforeseen political and economic events. In the event that any war, terrorism activity, police action, military action or any measure to prevent or respond to any of the aforementioned actions may result in increased or additional surcharges.
- For any work rendered and cancelled charges for work rendered will still be imposed to the customer.
- All shipments via DHL Global Forwarding can be tracked & traced via the Freight Transportation Track & Trace site (<https://interactive1.dhl.com/TrackReport/controller/anontrack>).
- All rates for services rendered in Vietnam, such as but not limited to Vietnam local charges will be subjected to 10% VAT.
- Any red invoices issued for freight will be added 10% VAT if the customer makes payment for the invoice by cash, 0% VAT if customer makes payment for the invoice by bank transfer as per Circular 112/2009/TT-BTC.
- Cargo Insurance is offered upon request at the following rates: (1) Airfreight: MIN EUR 15 per shipment / FLAT: 0.175% \* 110% of CIF value; (2) Ocean freight: MIN EUR 15 per shipment / FLAT: 0.25% \* 110% of CIF value.