DHL PARCEL - eCS GENERAL TERMS & CONDITIONS OF CARRIAGE("Terms and Conditions")

0. Definitions

These Terms and Conditions apply to the following transport services (the "Services"):
DHL PARCEL EUROPLUS DOMESTIC: Shipments sent between companies with origin or destination in Spain and Portugal.
DHL PARCEL CONNECT PLUS: Shipments sent between companies with origin or destination in Portugal and Europe (except Spain).
DHL PARCEL IBERIA: Shipments sent from companies with delivery to private customers, with origin or destination in Spain and Portugal.
DHL PARCEL RETURN IBERIA: Return shipments sent from private customers to companies, with origin or destination in Spain and Portugal.
DHL PARCEL CONNECT: Shipments sent from companies with delivery to private customers, with origin in Spain and international destination (DHL Parcel Europe net countries, except Spain).
DHL PARCEL RETURN CONNECT: Shipments sent from private customers with origin outside Portugal (DHL Parcel Europe net countries, except Spain) and destination Portugal.
DHL PARCEL FOR YOU IBERIA: Shipments sent between private customers with origin in a DHL Servicepoint and destination Spain and Portugal.
DHL PARCEL FOR YOU INTERNATIONAL: Shipments sent between private customers with origin in a DHL Servicepoint and international destination (DHL Parcel Europe net countries, except Spain).

1. Scope

1.1 When ordering DHL Parcel's services you, as "Sender", are agreeing, on your behalf and on behalf of the receiver of the Shipment ("Consignee") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply to the transport services provided by DHL Parcel ("the Services").
1.2 "Shipment" means all parcels and/or pallets that travel under one waybill and which may be carried by any means DHL Parcel chooses, in the non-inland sections. A "waybill" (including electronic versions) shall include any Shipment identifier or document produced by DHL Parcel or Sender automated systems such as a label, barcode, waybill or consignment note. A Shipment consists of one parcel unless a Service permits the sending of several parcels under a waybill. Every Shipment is transported on a limited liability basis as set out in these Terms and Conditions. If Sender requires greater protection, then insurance may be arranged at an additional cost.
1.3 The Service includes the transport of Shipments from receipt of the Shipment by DHL Parcel until delivery, including any optional services or additional ancillary services selected.
1.4 No other terms and conditions of the Sender shall apply to the Services.

2. Unacceptable Shipments

The Sender agrees that a Shipment is deemed unacceptable and therefore excluded from transport ("Prohibited Shipment") if:

a) it contains forgeries, unlicensed copies of products, counterfeited goods, live animals or plants, human or animal remains, easily perishable goods, or goods requiring special handling (e.g., temperature or humidity control);
b) it contains 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")
c) it contains bullion (of any precious metal), cannabis or its derivatives; or illegal goods, such as narcotics or other illegal drugs. ;
d) it contains goods subject to regulatory procedures (e.g. movement of excise goods) or special authorisation for transport (unless otherwise agreed);
e) it contains goods classified as hazardous material, dangerous goods, prohibited or restricted articles by the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) for shipments carried by road, IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) for shipments carried by air, or other relevant organization (please contact DHL Parcel Customer Service for Dangerous Goods packed in Limited Quantities (LQ) and lithium batteries);
f) it has inadequate or defective packaging;
g) Sender, Consignee or any third party with an interest in the Shipment, directly or indirectly involved in the shipment or transaction, is a natural or legal person or entity subject to sanctions of the U.N., EU, U.S.A. or, where applicable, other governments and international institutions ("Denied Party");
h) its gross value (including VAT) exceeds EUR 25,000 per Shipment (not applicable to DHL Parcel Europlus Domestic /DHL Parcel Connect Plus where insurance covering full value of the Shipment has been arranged, with a limit of EUR 100.000);
i) it contains precious metals and gem stones, antiques, unique art pieces or other articles of special value and "high risk", currency, bank cards, negotiable instruments, postage stamps, securities, shares, bills of exchange, and has a total value of over EUR 500 per Shipment;
j) all Shipments sent for delivery to the same Consignee on the same day containing goods pursuant to sub-paragraph (i) exceed a total value of EUR 500.

DHL Parcel has no obligation to check if a Shipment is acceptable under the above provision. Upon reasonable suspicion of any Prohibited Shipment or for safety, security, customs or other regulatory reasons, DHL Parcel shall be entitled to open and inspect a Shipment. Any inspection by DHL Parcel shall not release the Sender from its obligations. If a Shipment is deemed to be unacceptable, DHL Parcel may (i) refuse the Shipments without providing the reasons, (ii) return the Shipment at the cost of the Sender or keep the Shipment for collection by the Sender, or (iii) accept and convey the Shipment without notifying the Sender and subsequently request an appropriate additional charge for any necessary special handling.

3. Sender's Obligations

The Sender has the following obligations:

a) to prepare and adequately pack the Shipment to ensure safe transportation with ordinary care in handling through an automated system;
b) to (i) label the Shipment adequately, (ii) provide accurate information on the product description, country of origin, customs valuation and applicable tariff classification of the goods (for customs purposes) and (iii) mark the Shipment with a complete address of the Consignee and the Sender. Any statement of value provided for customs or other information purposes shall not expressly be understood as a declaration of interest or value in the sense of international transport conventions (e.g. CMR, Montreal Convention), or similar provision providing for an extended liability;
c) to obtain all necessary consents in relation to personal data provided to DHL Parcel including Consignee's data as may be required for transport, customs clearance and delivery, such as email address and phone numbers;
d) to comply with all applicable import, transit, export, customs, export control and sanctions laws and regulations of governmental authorities or international organizations ("Trade Laws") and not request DHL Parcel to provide any services that would cause, directly or indirectly, a violation of any applicable Trade Laws.
e) to provide any information, and attach to the Shipment any document required to handle Sender's shipments in compliance with applicable Trade Laws. All information provided by Sender shall be true, complete and accurate. DHL Parcel shall have no obligation to check the accuracy and completeness of the documents. If any document is missing, the Sender shall submit it forthwith upon request and at the latest within five working days. Failing timely receipt, DHL Parcel may treat the Shipment as a Prohibited Shipment pursuant to Section 2. If Sender identifies errors or inaccuracies, Sender shall promptly notify DHL Parcel of the error/inaccuracy;
f) to export classify the goods, not hand over any Controlled Goods to DHL Parcel and immediately notify DHL Parcel in writing when Sender has knowledge or reasons to believe that the Shipment contains Controlled Goods;
g) to ensure that delivery to the final destination, any known end-user and end-use comply with applicable Trade Laws and that neither Sender or any holding company, nor Consignee or any third party directly or indirectly contracted by the Sender is a Denied Party;
h) to keep the records and submit information and documents relating to its Shipments, as required by relevant government authorities

The Sender shall indemnify and hold DHL Parcel harmless from and against all actions, liabilities, claims, judgements, awards, losses or damages arising out of Sender's failure to comply with applicable laws or regulations and for Sender's breach of its obligations contained in Sections 2 and 3. This indemnity shall include damages caused to persons, facilities, third parties or other shipments due to handover of Prohibited Shipments, as well as any sanctions, fines, actions and claims asserted by the authorities due to infringements of applicable customs, import and export laws by the Sender.

4. DHL Parcel's Services and Obligations

4.1 In the absence of any other delivery arrangements with the Consignee:

a) DHL Parcel shall transport the Shipments to their destination and deliver them to the Consignee or a person authorized by the Consignee at the address specified by the Sender. Shipments to addresses with a central receiving area will be delivered to that area. Small format Shipments without additional service may be delivered into the Consignee's letter box. Shipments cannot be delivered to PO boxes. For certain delivery destinations, Shipments may also be made available to the Consignee at a Servicepoint, Parcelstation, locker or a similar storage facility; or
b) If neither the Consignee nor an authorized person is present at the time of delivery, and subject to local legislation, DHL Parcel may hand over the Shipment to a substitute Consignee and will inform the Consignee of such delivery. DHL Parcel will not deliver to a substitute Consignee if the Sender selected a *"Consignee Only"* service, where this option is available. Substitute Consignees include relatives of the Consignee, other persons present on the Consignee's premises or in the immediate vicinity (neighbours).

If any Shipment's weight, volume or the functional features of the property does not allow a person to perform the delivery, it shall be made at street level with the unloading means provided by the Consignee, or at DHL Parcel destination office.
4.2 For deliveries to private customers and unless otherwise agreed in writing, Shipments that cannot be delivered as provided above will be kept for pick-up by the Consignee or another authorized person at a DHL Servicepoint, DHL Parcelstation, locker or a similar storage facility for a period of at least 7 calendar days from the day following the day of the first delivery attempt. DHL Parcel will inform the Consignee of such non-delivery. This will also apply where DHL Parcel cannot reasonably be expected to make the delivery due to extraordinary circumstances or excessive difficulties at the delivery address.
4.3 DHL Parcel may use electronic devices to evidence collection and/or delivery of a Shipment, including observations. Such electronic documentation constitutes sufficient proof of delivery.
4.4 DHL Parcel will follow any lawful instruction issued by any government authority with respect to the shipment, including but not limited to detention, inspections or forfeiture.
4.5 If a Shipment is deemed to be unacceptable pursuant to Section 2, or it has been undervalued for customs purposes, or Consignee cannot be reasonably identified or located, or Consignee refuses delivery or refuses to pay customs duties or other Shipment charges, DHL Parcel will use reasonable efforts to return the Shipment to the Sender at Sender's cost, failing which the Shipment may be released, disposed of, destroyed or sold in accordance with applicable laws and without incurring any liability whatsoever to Sender or anyone else, with the proceeds applied against customs duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Sender. Unless prohibited by local legislation, the Sender also authorizes DHL Parcel to destroy any Shipment which any law or circumstances prevent DHL Parcel from returning to Sender as well as any Shipment with dangerous goods or perishable goods.

4.6 Receiver may be offered alternative delivery options such as "Re-routing to Servicepoint", "Preferred Day" or "Delivery to Neighbour", who shall be close to the original address, or "change of delivery address within same province". In case any of the mentioned deliveries cannot be performed, DHL Parcel will proceed as stated in
4.1. DHL Parcel will not assume any liability for any damages caused to the Sender or to the Consignee due to the use of the delivery options described above and that are not attributable to circumstances under DHL Parcel's control.
4.7 DHL Parcel will make every reasonable effort to deliver the Shipment according to its regular transit times which are estimated
4.8 DHL Parcel may at its sole discretion select the route for transport and subcontract all or part of the service.
4.9 Further details of the DHL Parcel Services available in each country, including the applicable delivery options, are available from www.dhlecommerce.pt, DHL Parcel's customer service or a DHL Servicepoint.

5. Charges and Duties

Unless otherwise agreed:
5.1 The price for transport and other services ("Charges") shall be charged in accordance with DHL Parcel's then applicable rate list. Unless otherwise specified, the Charges are net rates exclusive of taxes, customs duties, customs bonds and other regulatory fees paid by DHL Parcel to import or export the Shipment ("Duties"). Unless otherwise agreed, the Sender shall pay the Charges prior to shipping and DHL Parcel shall request the Consignee to pay or reimburse the Duties.
5.2 The Sender, or the Consignee when DHL Parcel acts on the Consignee's behalf, shall pay or reimburse DHL Parcel for all Charges and Duties owed for services provided by DHL Parcel or incurred by DHL Parcel on the Sender's or Consignee's behalf. Payment of Duties may be requested prior to delivery. Payment by the Consignee shall release the Sender of its payment responsibilities.
5.3 It is the Sender's responsibility to adequately inform the Consignee of the expected Charges and Duties. If the Consignee refuses to pay the Charges and Duties owed, this shall be deemed a refusal to accept delivery and the Sender shall remain jointly and severally responsible for their payment.

6. DHL Parcel's Liability

6.1 DHL Parcel's liability in respect of any one Shipment shall be limited in accordance with the following mandatory provisions:

a) for cross border Shipments transported by road (which shall be deemed the default mode of transportation), DHL Parcel's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately EUR 10 per kilogram).
b) for national Shipments transported by road, the liability of DHL Parcel shall be limited in the terms provided in the Law-Decree n. º 239/2003 and will not exceed EUR 10/kg);
c) for Shipments transported by air (including ancillary road transport or stops en route), DHL Parcel's liability is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 22 Special Drawing Rights per kilogram (approximately EUR 27 per kilogram).
d) For Shipments transported by sea, the liability shall be limited by the applicable maritime transport legislation

6.2 DHL Parcel's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL Parcel's attention. Except where the Montreal Convention applies, this limitation does not apply to damage due to DHL Parcel's wilful misconduct or such default as, in accordance with the applicable law, is considered as equivalent to wilful misconduct.
6.3 DHL Parcel must be notified in writing at the time of delivery in the case of apparent Shipment damage and at the latest within 7 days of delivery, Sundays and public holidays excluded, in the case of non-apparent Shipment loss or damage, unless otherwise provided by applicable law. Unless contrary to compulsory Law, the period of limitation for actions arising from the contract of carriage shall be one year.

7. Shipment Insurance

7.1 DHL Parcel shall be liable for the losses and damages made to Shipments with accordance to the liability limits established in the present Terms and Conditions:
7.2 If the Sender regards the above liability limits as insufficient it can make a special declaration of value and request insurance. DHL Parcel may be able to arrange additional insurance covering the value in respect of loss or damage to the Shipment, provided that the Shipment is compliant with these Terms and Conditions and the Sender so instructs DHL Parcel in writing and pays the applicable premium.
7.3 For DHL PARCEL FOR YOU IBERIA and PARCEL FOR YOU INTERNACIONAL service: DHL Parcel offers the possibility to arrange Shipment insurance with a maximum cover of 200 euros by paying the applicable premium. DHL Parcel shall indemnify the Shipper for the sum proved by the invoice, with the indicated limit, provided that the Shipment is compliant with the present Terms and Conditions.
7.4 Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays. The following shall be excluded from the above insurance cover:

a) loss and damage to Prohibited Shipments pursuant to Section 2;
b) loss and damage to Shipments which was caused by inadequate or defective packaging;
c) loss and damage to Shipments caused by the Sender; and
d) loss and damage to Shipments claimed after expiry of the limitation period.

7.5 Further details of the transport insurance applicable to any Service is available upon request or at www.dhlecommerce.pt.

8. Customs Clearance

DHL Parcel may perform any of the following activities on Sender's behalf in order to provide its Services: (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations, (2) act as Sender's forwarding agent for customs purposes and as Consignee solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to Consignee's import broker or other address upon request by any person who DHL Parcel believes in its reasonable opinion to be authorised.
Where legally permitted, Sender appoints DHL Parcel (or its authorized agents) to act as its direct customs representative and true and lawful agent to make the customs entry and/or lawfully import the Shipment. DHL Parcel does not act as (1) exporter for export control purposes or (2) exporter of record for customs compliance purposes.

9. Circumstances Beyond DHL Parcel's Control

DHL Parcel is not liable for any loss or damage arising out of circumstances beyond DHL Parcel's reasonable control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DHL Parcel; any act or omission by a person not employed or contracted by DHL Parcel - e.g. Sender, Consignee, a third party, customs or other government official; force majeure - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, epidemic, pandemic, civil commotion, or industrial action; shortage of labour, materials and services and inability or delay in obtaining supplies; third party cyber-attacks or other information security related threats and any other defences available under applicable law.

10. Miscellaneous

10.1 DHL Parcel will collect, store and process personal data provided by the Sender or the Consignee as required for the provision of the Services, in accordance with applicable laws and the Deutsche Post DHL Data Privacy Policy, which is available at https://www.dhl.com/content/dam/dhl/global/core/documents/pdf/glo-dhl-privacy-policy.pdf. DHL Parcel will notify courts and public authorities of customer data as may be legally required.
10.2 Information provided by Sender may be used by DHL Parcel to comply with national and international legal obligations (including for denied party screening).
10.3 The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions. The parties shall replace the invalid provision with a new provision, which achieves to the greatest extent possible the economic, legal and commercial objective of the invalid or unenforceable provision.
10.4 DHL Parcel and the Customer that is not a user or a consumer under the definition given in the Spanish legislation, agree to submit any dispute arising under or in any way connected with these Terms and Conditionsand/or the provided Services to the Courts and Tribunals of San Sebastian; disputes shall be governed by the law of the country of origin of the Shipment and Sender irrevocably submits to such jurisdiction, unless contrary to applicable law.

11. Alternative Dispute Resolution

11.1 In the event of a consumer dispute, in accordance with the provisions of Law no. 144/2015, of September 8th, the consumer may appeal to the competent alternative dispute resolution entity.
11.2 Without prejudice, and in accordance with applicable laws, statutes and regulations to which alternative dispute resolution entities are bound, it is considered competent to settle consumer litigation, the local consumer dispute resolution entity of the conclusion of the contract for the sale of the asset or the provision of services, or alternatively, an alternative expert resolution entity, if it exists.
11.3 If there is no alternative dispute resolution entity with jurisdiction at the place of conclusion of the contract or provision of the service or the existing one(s) does not consider itself competent because of its value, the consumer can appeal to the National Center for Information and Arbitration of Consumer Disputes, located in Lisbon, with the electronic address: cniacc@unl.pt and available at www.cniacc.pt. For more information you can also consult the Consumer Portal (www.consumidor.gov.pt).
11.4 DHL is not a member of any Alternative Dispute Resolution center and, except for the cases compulsory by Law, is not obliged to settle any disputes by this means.
11.5 Pursuant to no. 1 of Clause 15 of the Portuguese Decree-Law no. 29/96, of July 26, the consumer may, unilaterally, subject to necessary arbitration through the competent Alternative Dispute Resolution center for the disputes arising from the services established in the applicable law as compulsory for the service provider.