General Conditions

CTT Expresso – DHL PARCEL Product: GENERAL CONDITIONS OF CARRIAGE
(“Terms and Conditions”)

The services set out in these **terms and conditions are provided by CTT Expresso** – Serviços Postais e Logística, S.A. with registered office at Av. dos Combatentes, n.º 43, 14th floor, São Domingos de Benfica, 1600-042 Lisboa, registered with the Lisbon Commercial Registry Office under legal entity number 504 520 296, with a share capital of €48.880.000,00 (“CTT Expresso”); however, as a result of the merger of DHL Parcel Portugal, Lda. into CTT Expresso – Serviços Postais e Logística, S.A., during a transitional period the products marketed under the DHL Parcel name are subject by these **General Conditions of Carriage**, the duration of this period being determined by CTT Expresso according to the needs of operational and commercial integration.

0. Definitions

These Terms and Conditions apply to the following transport services (the "Services"):

DHL PARCEL EUROPLUS DOMESTIC: Business-to-business shipments with origin and destination in Portugal and Spain.

DHL PARCEL CONNECT PLUS: Business-to-business shipments with origin and destination in Portugal and Europe (except Spain).

DHL PARCEL IBERIA: Business-to-consumer shipments with origin and destination in Portugal and Spain.

DHL PARCEL RETURN IBERIA: Shipments returned by private customers to businesses, with origin and destination in Portugal and Spain.

DHL PARCEL CONNECT: Business-to-consumer shipments with origin in Portugal and an international destination (countries in the DHL Parcel Europe network, except Spain).

DHL PARCEL RETURN CONNECT: Shipments from private customers with origin outside Portugal (countries in the DHL Parcel Europe network, except Spain) and destination Portugal.

DHL PARCEL FOR YOU IBERIA: Consumer-to-consumer shipments originating at a DHL ServicePoint with destination Spain and Portugal.

DHL PARCEL FOR YOU INTERNATIONAL: Consumer-to-consumer shipments originating at a DHL ServicePoint with an international destination (countries in the DHL Parcel Europe network, except Spain).

1. Scope

1.1 By engaging the services of CTT Expresso as "Sender", you agree, on your own behalf and on behalf of the receiver of the shipment ("Recipient") and of any other person with an interest in the shipment, that these Terms and Conditions apply to the transport services provided by CTT Expresso.

1.2 The term "Shipment" refers to all packages and/or pallets to be transported, accompanied by a single waybill and carried by any means of transport selected by CTT Expresso, including for non-road segments of the carriage. The “waybill” (including electronic versions) must include the shipment identification or a document issued by CTT Expresso’s automated systems or by the Sender, such as the label, barcode, waybill or consignment note. Each shipment corresponds to one package, except where a service allows several packages to be sent under the same waybill. Liability for each Shipment transported shall be limited to the provisions of these Terms and Conditions. If the Sender requires greater protection, insurance may be taken out at an additional cost.

1.3 The Service includes the transport of Shipments from their receipt until their delivery, as well as any optional 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 shall be deemed unacceptable and therefore excluded from transport ("Prohibited Shipment") if:

a) It contains counterfeits, unlicensed copies of products, fake products, 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 subject to a prohibition, licence, authorisation or permit (such as weapons or dual-use goods) 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 transport authorisations (unless otherwise agreed);
e) It contains goods classified as dangerous materials and goods, or products prohibited or restricted by the ADR (European Road Transport Regulation on Dangerous Goods) for shipments transported by road, or by IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) for shipments transported by air, or by any other relevant organisation. For more information on Dangerous Goods packed in Limited Quantities (LQ) and lithium batteries, please contact Customer Support - DHL eCommerce - Portugal;
f) It has inadequate or defective packaging;
g) The Sender, the Recipient 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 by the UN, the EU, the USA or, where applicable, other governments and international institutions ("Denied Party");
h) Its gross value (including VAT) exceeds 25,000 euros per Shipment (not applicable to DHL Parcel Europlus Domestic/DHL Parcel Connect Plus, owing to the existence of insurance covering the full value of the Shipment, up to a limit of 100,000 euros);
i) It contains precious metals and precious stones, antiques, unique works of art or other articles of special value and "high risk", coins, bank cards, negotiable instruments, postage stamps, securities, shares and bills of exchange with a total value of more than 500 euros per Shipment;
j) All Shipments delivered to the same Recipient on the same day contain goods under item i) with a total value of more than 500 euros.

CTT Expresso is under no obligation to check whether a Shipment is acceptable in light of the preceding provision. If there is any suspicion that a Shipment is a Prohibited Shipment, whether for security, customs or regulatory reasons, CTT Expresso has the right to open and check/inspect the Shipment. Any check/inspection of the Shipment by CTT Expresso does not release the Sender from its obligations. If a Shipment is deemed unacceptable, CTT Expresso may (i) refuse the Shipment without giving reasons, (ii) return the Shipment at the Sender’s expense or hold the Shipment for collection by the Sender, or (iii) accept and transport the Shipment without notifying the Sender and subsequently charge an appropriate additional fee for the special handling required.

3. Sender’s Obligations

The Sender has the following obligations:

a) To prepare and pack the Shipment properly to ensure safe transport, with the care required for handling through an automated system;
b) To label the Shipment (i) properly, (ii) providing all the information required for the product description, stating the country of origin, customs value and applicable tariff classification of the goods (for customs purposes), and (iii) stating the full addresses of the Recipient and the Sender. Any declaration of value provided for customs or other information purposes shall expressly not be understood as a declaration of interest or value within the meaning of international transport conventions (e.g. CMR, Montreal Convention) or any similar applicable provision providing for an extension of liability;
c) To obtain all necessary authorisations regarding the personal data provided to CTT Expresso, in particular the Recipient’s data (email address and telephone number), as required for carrying out transport, customs clearance and delivery;
d) To comply with all laws and regulations applicable to import, transit, export, customs, export control and sanctions of governmental authorities or international bodies ("Trade Laws"), and not to request CTT Expresso to offer any services that would directly or indirectly cause a breach of the applicable Trade Laws;
e) To provide information and attach to the Shipment the documentation required to handle the Sender’s shipments in accordance with the applicable Trade Laws. All information provided by the Sender must be true, complete and accurate. CTT Expresso shall have no obligation to verify the accuracy and details contained in the documentation. If any document is missing, the Sender must provide it immediately upon request, within five working days. If it is not received within that period, CTT Expresso may treat the Shipment as a “Prohibited Shipment” as set out in Clause 2. If the Sender identifies errors or inconsistencies, it must notify CTT Expresso immediately;
f) To export and classify the goods, not to hand over Controlled Goods to CTT Expresso, and to notify CTT Expresso immediately in writing if it knows or has reason to believe that the Shipment contains Controlled Goods;
g) To ensure that, upon delivery to the final destination, any known end user complies with the applicable Trade Laws, and that neither the Sender nor any holding company, nor the Recipient, nor any third party engaged directly or indirectly by the Sender is a Denied Party;
h) To record and submit information and documents relating to its Shipments, as required by the competent governmental authorities.

The Sender shall indemnify and hold CTT Expresso harmless from all actions, liabilities, claims, judgments, losses or damages arising from failure to comply with the applicable regulatory laws and from breach of its obligations under Clauses 2 and 3. This indemnity includes damage caused to persons, premises, third parties or other shipments due to the delivery of Prohibited Shipments, as well as any penalties, fines, actions and claims by the authorities due to breaches by the Sender of the applicable customs, import and export laws.

4. Services and Obligations of CTT Expresso

4.1 In the absence of other delivery arrangements with the Recipient:

a) CTT Expresso will transport the Shipments to their destination and deliver them to the Recipient or to a person authorised by the Recipient at the address provided by the Sender. Shipments to addresses with a central receiving area will be delivered to that area. Small shipments without an additional service may be delivered to the Recipient’s letterbox. Shipments cannot be delivered to PO boxes. At some delivery destinations, Shipments may be delivered to a ServicePoint, *Parcelstation, locker* or similar storage facility.Where delivery is scheduled to a ServicePoint, collection by third parties must

be accompanied by the completed "Authorisation to collect a shipment at a ServicePoint" form available on the website.

b) If neither the Recipient nor the authorised person is present at the time of delivery, CTT Expresso may, in accordance with local legislation, deliver the Shipment to a substitute Recipient and inform the Recipient that such delivery has been made. If the Sender selects the service with the "Recipient Only" option, CTT Expresso will not deliver to a substitute Recipient. Substitute Recipients include members of the Recipient's family or other persons present at the Recipient's premises or in the immediate vicinity (neighbours).

If the volume or functional characteristics of a shipment do not allow delivery by a single person, delivery shall be made at street level with the necessary unloading equipment provided by the Recipient, or at CTT Expresso's destination station.

4.2 For deliveries to private customers, unless otherwise agreed in writing, shipments that cannot be delivered in the situation described above will be held for collection by the Recipient or the authorised person at a DHL ServicePoint, DHL Parcelstation, DHL Partner, locker or warehouse for a period of 7 working days (5 days at a Partner), counted from the first delivery attempt. CTT Expresso will inform the Recipient that delivery was not possible. These conditions shall also apply if CTT Expresso cannot reasonably make the delivery due to extraordinary circumstances or difficulties with the delivery address.

4.3 CTT Expresso may use electronic devices to record proof of collection and/or delivery of a Shipment and to add remarks. This electronic documentation is valid as proof of delivery.

4.4 CTT Expresso will comply with any lawful instruction issued by any governmental authority in relation to the Shipment, including but not limited to detention, inspection or seizure.

4.5 If a Shipment is deemed unacceptable or has been undervalued for customs purposes, if the Recipient cannot be readily identified/located, or if the Recipient refuses to pay the customs charges or the Shipment fees, CTT Expresso will make reasonable efforts to return the Shipment to the Sender at the Sender's expense. Otherwise, the Shipment may be released, disposed of, destroyed or sold in accordance with the applicable laws without incurring any liability towards the Sender or any other person, with the proceeds applied to settle the customs charges, Shipment charges and related administrative costs, and any remaining sale proceeds being returned to the Sender. Where local legislation permits, the Sender authorises CTT Expresso to destroy any Shipment that CTT Expresso is prevented by any law or circumstance from returning to the Sender, as well as any Shipment containing dangerous or perishable goods.

4.6 Alternative delivery options may be offered to the Recipient, such as "Redirection to a DHL ServicePoint", "Preferred Day" or "Delivery to a Neighbour" (who must be close to the original address), or "Change of delivery address within the same locality". If none of these delivery options is possible, CTT Expresso will proceed as set out in 4.1. CTT Expresso accepts no liability for any damage caused to the Sender or the Recipient through the use of the delivery options described above that is not attributable to circumstances within CTT Expresso's control.

4.7 CTT Expresso will make every reasonable effort to deliver the Shipment in accordance with the estimated transit times.

4.8 CTT Expresso may, at its sole discretion, select the transport route and subcontract all or part of the service.

4.9 You can find detailed information on all services for each country, including delivery options, at: www.dhlecommerce.pt, or by calling 210 608223 or 210 270 755 for shipments originating in Germany or outside Europe.

5. Charges and Duties

Unless otherwise agreed:

5.1 The price for transport and other services ("Charges") will be calculated in accordance with CTT Expresso's applicable price list. Unless otherwise specified, the Charges are net rates and exclude taxes, customs duties, customs obligations and other regulatory fees paid by CTT Expresso to import or export the Shipment ("Duties"). Unless otherwise agreed, the Sender must pay the Charges before the Shipment is made, and CTT Expresso will request payment or reimbursement of the Duties from the Recipient.

5.2 The Sender or the Recipient, where CTT Expresso acts on behalf of the Recipient, shall pay or reimburse CTT Expresso for all Charges and Duties due for services provided or incurred by CTT Expresso on behalf of the Sender or the Recipient. Payment of the Duties may be requested before delivery. Payment by the Recipient releases the Sender from the obligation to pay.

5.3 It is the Sender's responsibility to properly inform the Recipient of the expected Charges and Duties. If the Recipient refuses to pay the Charges and Duties due, this shall be deemed a refusal to accept delivery, and the Sender shall remain jointly and severally liable for such payment.

6. Liability of CTT Expresso

6.1 CTT Expresso's liability in respect of any Shipment is limited under the following mandatory provisions:

a) For international Shipments transported by road (which shall be deemed the standard means of transport), CTT Expresso's liability is limited by the Convention on the Contract for the International Carriage of Goods by Road (CMR) to the lower of (i) the current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately €10/kg);

b) For domestic Shipments transported by road, CTT Expresso's liability is limited in accordance with the terms of Decree-Law No. 239/2003 and shall not exceed €10/kg.

c) For Shipments transported by air (including ancillary road transport or stops en route), CTT Expresso'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 value or declared value, or (ii) 22 Special Drawing Rights per kg (approximately €27/kg).

d) For shipments transported by sea, liability is limited by the legislation applicable to maritime transport.

6.2 CTT Expresso's liability is strictly limited to direct loss of and/or damage to a Shipment and to the per-kilogram limits set out in Clause 6. All other types of loss or damage are excluded (including but not limited to loss of profits, income, interest and future business), whether such loss or damage is special or indirect, even if the risk of such loss or damage was brought to CTT Expresso's attention. Except where the Montreal Convention applies, this limitation does not apply to damage resulting from wilful misconduct by CTT Expresso or from conduct which, under the applicable law, is deemed equivalent to wilful misconduct.

6.3 CTT Expresso must be notified in writing at the time of delivery in the case of apparent damage to the shipment and, within 7 days of delivery (excluding Sundays and public holidays), in the case of non-apparent loss of or damage to the Shipment, unless otherwise provided by applicable law. Unless otherwise required by mandatory law, the limitation period for actions arising from the contract of carriage shall be one year.

7. Shipment Insurance

7.1 CTT Expresso shall be liable for loss of and damage to Shipments in accordance with the limits of liability set out in these Terms and Conditions.

7.2 If the Sender considers the above limits of liability to be insufficient, it may make a special declaration of value, and CTT Expresso may provide additional insurance covering the value of the loss of or damage to a Shipment, provided that the Shipment complies with these Terms and Conditions and the Sender instructs CTT Expresso in writing to that effect and pays the corresponding premium.

7.3 For the DHL PARCEL FOR YOU IBERIA and PARCEL FOR YOU INTERNATIONAL services, CTT Expresso offers the option of enhanced Shipment protection with maximum cover of 200 euros upon payment of the applicable premium. CTT Expresso will compensate the Sender based on the value evidenced by the invoice, up to the stated limit, provided that the Shipment complies with these Terms and Conditions.

7.4 The insurance does not cover indirect loss or damage, or loss or damage caused by delay. The following are excluded from the insurance cover:

a) Loss of and damage to Prohibited Shipments as defined in Clause 2;

b) Loss of and damage to Shipments caused by inadequate or defective packaging;

c) Loss of and damage to Shipments caused by the Sender;

d) Loss of and damage to Shipments claimed after the limitation period has expired.

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

8. Customs Clearance

CTT Expresso may carry out any of the following activities on the 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 the applicable laws and regulations; (2) act as the Sender's customs agent for customs clearance purposes and as Recipient solely for the purpose of appointing a customs broker to carry out customs clearance and entry; and (3) redirect the Shipment to the Recipient's import broker or to another address at the request of any person whom CTT Expresso DHL Parcel reasonably believes to be authorised.

Where legally permitted, the Sender appoints DHL Parcel (or its authorised agents) to act as its direct customs representative and true and lawful agent to make the customs entry and/or legally 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 CTT Expresso Control

CTT Expresso is not liable for any loss or damage arising from circumstances beyond CTT Expresso's reasonable control. These circumstances 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 CTT Expresso; any act or omission by a person not employed or contracted by CTT Expresso, e.g. the Sender, the Recipient, a third party, a customs agent or another government official; any unavoidable event, e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, epidemic, pandemic, civil unrest or industrial action; shortages of labour, materials or services and inability or delay in obtaining supplies; cyberattacks by third parties or other information security threats; and any other defences available under the applicable law.

10. Miscellaneous

10.1 CTT Expresso will collect, store and process personal data provided by the Sender or the Recipient as necessary for the provision of the Services, in accordance with the applicable laws and the CTT Data Privacy Policy, which is available at: CTT Group | Privacy Policy. CTT Expresso will disclose customer data to courts and public authorities where legally required.

10.2 Information provided by the Sender may be used by CTT Expresso to comply with national and international legal obligations (including for *denied party screening*, i.e. the process of identifying whether or not a party involved in the transaction appears on the watchlists of international and/or governmental agencies).

10.3 The invalidity or unenforceability of any provision shall not affect any other provision of these Terms and Conditions. The parties shall replace the invalid provision with a new

provision that, as far as possible, fulfils the economic, legal and commercial purpose of the invalid or unenforceable provision.

10.4 CTT Expresso and any Customer who is not a user or consumer as defined under Portuguese law agree to submit any dispute arising under or in connection with these Terms and Conditions and/or the Services provided to the Courts of Lisbon; disputes shall be governed by the law of the country of origin of the Shipment, and the Sender irrevocably submits to such jurisdiction, unless contrary to applicable law.

11. Alternative Dispute Resolution

11.1 In the event of a consumer dispute, under the provisions of Law No. 144/2015 of 8 September, the consumer may refer the matter to the competent alternative dispute resolution entity.

11.2 Without prejudice to and in accordance with the applicable laws, statutes and regulations by which alternative dispute resolution entities are bound, the competent entity for resolving consumer disputes shall be the local consumer dispute resolution entity of the place where the contract for the sale of goods or the provision of services was concluded or, alternatively and where available, a consumer alternative dispute resolution entity.

11.3 If there is no alternative dispute resolution entity with jurisdiction in the place where the contract was concluded or the service provided, or if the existing entity or entities do not consider themselves competent due to the value involved, the consumer may refer the matter to the National Centre for Consumer Conflict Information and Arbitration (Centro Nacional de Informação e Arbitragem de Conflitos de Consumo), located in Lisbon, email: cniacc@unl.pt and website: www.cniacc.pt. For further information, you may also consult the Consumer Portal at www.consumidor.gov.pt.

11.4 DHL is not a member of any alternative dispute resolution centre and, except where required by law, is not obliged to resolve any disputes by this means.