DHL Freight Terms & Conditions

1. Prohibited Goods

DHL Freight does not accept the following: certain classes of dangerous goods (see clause 7), weapons and ammunition, wastes, living botanicals, livestock, animals, derivatives of endangered species (e.g.: skin, fur, teeth, shell, feathers or blood and parts of some plants, e.g. seeds), bulk material, removal goods, money and/or valuables, cheques, ready to use credit-cards, coins, fiscal stamps, valid telephone cards, any means of payment, securities (guarantees), precious metals, precious stones, jewelry, art, antiques or tobacco products.

2. Applicable Law and Jurisdiction

The services are governed by the laws of the country where the billing DHL Freight entity has its domicile and the courts of such country shall have exclusive jurisdiction to settle claims. Any local freight forwarding conditions of that country shall also apply. For the international transportation of goods by road, the provisions of CMR (Convention on the Contract for the International Carriage of Goods by Road) shall apply, except for articles 24 and 26. Particular attention is drawn to the paragraphs below on Cash on Delivery and Delivery Against Documents, for which DHL Freight's liability follows exactly articles 11 and 21 of the CMR also for national transports. For intermodal transport using rail, the General Terms and Conditions of Carriage for International Freight Traffic by Rail (GTC-CIM) apply, Appendix B to the Convention concerning International Carriage by Rail (COTIF 1999). For transport contracts for dangerous goods, the applicable rules and conditions of all involved countries apply.

3. Capacity Clause

If DHL Freight is not able to provide the service at any given moment as a result of supply shortage, DHL Freight will immediately provide proof of this shortage but DHL Freight shall not be obliged to provide services.

4. Cash On Delivery (COD)

COD is only available for the DHL FREIGHT EUROCONNECT service and in limited countries. COD is not available for the DHL FREIGHT EURAPID and DHL FREIGHT EUROLINE services. Delivery is exclusively effected against receipt of proof of payment or payment in the agreed manner The Customer assumes responsibility for the respective instructions to the consignee and for the respective written instructions to DHL Freight. Furthermore the Customer is responsible for all costs resulting from, but not limited to, seizure, refusal of acceptance, insolvency, or refusal to pay on the part of the consignee. For the processing of such COD shipments a COD fee will be charged.

5. Claims and Claim Deadlines

Apparent damage, loss or shortage must be notified upon delivery. Any non-apparent damage, loss or shortage must be notified latest within 7 days after the delivery date, Sundays and public holidays excluded.

6. Collection and delivery

Shipments may not be sent from private households to private households (C2C). No access restriction to pick-up or delivery point is permitted. Special equipment, booking-in and time-window deliveries are not included in the basic freight rates.

7. Dangerous Goods

If the Customer offers hazardous goods for transportation, he has to comply with all statutory rules and regulations. He is responsible for the correct marking and labeling, approved packaging, relevant transportation documents, shipper's statement and danger signs, in the required languages. The standard extra charge for a shipment containing hazardous goods has to be determined by arrangement, and additional costs, such as ferry or tunnel costs, may be added. Even if the shipment is sent from a non-ADR country, the Customer must adhere to all ADR rules or in case of a sea-freight-voyage the IMDG Code regulations in addition to applicable national dangerous goods rules. The following classes of Dangerous Goods are excluded from transport:

- Class 1 (except for UN numbers 0323, 0432, 0454 and 0014 in respect of cartridges for tools only)
- Class 2.3
- Class 4.1: UN numbers from 3231 to 3240, UN 3533, UN 3534, UN 3364, UN 3365, UN 3367 and UN 3368)
- Class 5.2: UN numbers from 3111 to 3120
- Class 6.1 (Packing Group I)
- Class 6.2
- Class 7
- Class 9: UN numbers 2212, 2590, 2315, 3151, 3152; lithium ion batteries, lithium metal batteries, sodium ion batteries (UN 3480, 3481, 3090, 3091, 3551, 3552) that are damaged or defective as defined in Special Provisions 376 and 677, and battery-powered vehicles (UN 3556, 3557, 3558) whose battery is damaged or defective as defined in Special Provisions 376 and 677). Exceptions are possible for the batteries and battery-powered vehicles mentioned above only. These require DHL Freight's express written approval before start of the business.

In certain countries some of the above restrictions may not apply to domestic transportation.
In any case, the transportation of permitted Dangerous Goods (meaning other classes apart from those listed above as being prohibited) is always subject to specific agreement prior to transportation.

8. Transit Times

The regular transit times shown in the timetables are given in good faith but with the exception of DHL FREIGHT EURAPID are not agreed time limits but non-binding standard lead times.

9. Delivery Against Documents (DAD)

DAD is only available for the DHL FREIGHT EUROCONNECT service and in limited countries. DAD is not available for the DHL FREIGHT EURAPID and DHL FREIGHT EUROLINE services. Delivery will be effected only against receipt before delivery commences of the documents specified by the Customer. The Customer assumes responsibility for the respective instructions to the consignee and for the respective written instructions to DHL Freight.
Furthermore the Customer is responsible for all costs resulting from, but not limited to, seizure, refusal of acceptance, insolvency, or refusal to pay on the part of the consignee. DHL Freight declines any liability resulting from the accuracy of the contents or genuineness of documents received. For the processing of such DAD shipments, a document collection fee will be charged.

10. Pallet Exchange

The countries offering a pallet exchange service are determined by the branch accepting the order. There is no obligation for DHL Freight to perform such a service.

11. Documentation and Information

In order that the order can be correctly processed, the Customer is required to provide:

a. Transport order, duly completed;
b. For groupage shipments: labels printed according to the requirements of DHL FREIGHT Label Specification and such labels properly (in particular in an unremovable way) attached by Customer to all individual packages of a shipment before handover to DHL FREIGHT.
c. Copies of the commercial invoice if necessary;
d. Export customs documents or other necessary accompanying documents (if applicable).

Furthermore, the Customer is required to provide to DHL FREIGHT following information:

a. addresses (in particular consignor's address and consignee's address), marks, numbers, symbols for handling, as well as the number, type and contents of each individual package,
b. the characteristics of the goods and
c. all other important information necessary for the orderly processing and safe carriage of the shipment.

The Customer is responsible for all consequences resulting from missing or incorrectly completed documentation or information. The completion of particular documents, in particular but not limited to the attaching of labels to packages by DHL Freight, will be separately invoiced.

12. Liability

For international road transportation, DHL Freight is or shall be deemed to be entitled to the limitations and exclusions of liability provided by the provisions of CMR. For domestic road transportation, the terms of the relevant national freight forwarders association shall apply to limit DHL Freight's liability. In absence of such terms, DHL Freight's liability shall be deemed to be limited by the CMR. However, nothing in these terms disapplies any mandatory provisions of domestic transport law. DHL Freight does not accept any liability for consequential losses and damages in addition to its liability as set out above.

13. Not Binding Offer

Our tariff proposal is not binding.

14. Packaging

All goods must be adequately packed for transport, and able to be dispatched if it is groupage cargo.

Liability for damage resulting from inadequate packaging rests with the Customer. If goods are not stackable due to improper packaging or otherwise, the paying weight will be calculated on the basis of the number of loading meters occupied in the truck.

15. Payment Term

Our standard payment terms are 30 days net from date of invoice with weekly invoicing. In case payments are not received within the agreed payment term, DHL Freight will charge a Standard Interest Rate & Administration Fee.

16. Cargo Insurance

To secure the value of your shipments during transport, we offer you the possibility to insure your goods. This Cargo Insurance will cover for the lesser of the actual repair or replacement costs, up to the insured value, in the event of any physical loss or damage to the shipment. Shipment insurance covers physical cost compensation, consequential costs are excluded.

17. Temperature Sensitive & Perishable Goods

Such shipments can be accepted only by prior arrangement and at a surcharge.

18. Termination of Agreement

If an agreement is reached both parties shall be entitled to terminate this agreement at any time with 5 days written notice.

19. Terms of Delivery

DHL Freight refers to the Incoterms, latest version.

20. Validity of Tariffs

Once an agreement is reached, the validity of the tariffs will be extended to the expiry date stated on the tariff sheet of the proposal. DHL Freight, however, retains the right of increasing the tariffs at any time by ten days advanced notice.

21. Compliance

Customer will comply fully with all applicable export control, sanctions, customs laws and regulations and other applicable regulatory requirements and restrictions related to the import, export, transfer or transit of goods ("Trade Laws"). Customer will not request DHL Freight to provide services that would cause, directly or indirectly, a violation of any applicable Trade Laws. If DHL Freight has reason to believe that providing such services will cause a violation of applicable Trade Laws, DHL Freight has the right to refuse services.

Neither Customer, any holding company, agents, affiliates, Consignee or any other third party directly or indirectly contracted by Customer are listed on any applicable sanctions lists as a denied or restricted party ("Denied Party"). DHL Freight has the right to refuse services involving a Denied Party.

Customer is responsible to export classify the goods contained in Customer's shipments and for determining whether the delivery of the shipment to its final destination, any known end-user and end-use complies with all applicable Trade Laws.

If a shipment contains Dual-Use or Military goods subject to export control laws and regulations (including restrictions on import, transfer, or transit) ("Controlled Goods"). Customer must obtain all necessary permits, licenses or other government authorizations required for the shipment of Controlled Goods and provide to DHL Freight the export control classification and authorization information (e.g., license, permit, exception), including copies thereof, if requested by DHL Freight. Customer will inform DHL Freight of any special routing or other conditions for Controlled Goods that apply prior to shipment.

Customer has a duty to disclose any and all information required to handle Customer's shipments in compliance with applicable Trade Laws. Customer will timely provide all information and documents in the format specified by DHL to enable DHL Freight to provide services. Any and all information provided by Customer to DHL Freight shall be true, complete and accurate, and Customer is responsible for the authenticity of any documents provided to DHL Freight. If Customer identifies errors or inaccuracies, Customer shall promptly notify DHL Freight of the error/inaccuracy.

Each Party shall act in accordance with its own Code of Conduct. If Customer does not have a Code of Conduct, it will comply with the principles of DHL's Code of Conduct (https://group.dhl.com/en/about-us/code-of-conduct.html).

22. Data protection

DHL Freight is entitled to process data transmitted by the Customer insofar as this is required for the fulfilment of the contract or to ensure compliance with its own legal obligations. Furthermore, DHL Freight points out that it may be legally obliged to notify personal data or shipment data to courts and authorities. Customer permits DHL Freight to use its email address in order to provide it with information on new offers. The Customer may at any time withdraw such permission free of charge by email to the following address freightservices@dhl.com. The Customer ensures that it has complied with its legal obligations in relation to personal data provided to DHL Freight including consignee data as may be required for transport, delivery and logistics services, such as e.g. name, address, email and phone number. In case of unauthorized disclosure of personal data by the Customer to DHL Freight, the Customer indemnifies DHL Freight upon first written demand from all claims asserted by third parties, in particular by recipients, as far as DHL Freight processes the data in accordance with the contract. DHL Freight will maintain data protection in accordance with applicable laws.

23. Brexit

"Brexit" means the United Kingdom or any part of it ceasing to be part of the European Customs Union and/or the European Union single market, which is expected to occur no earlier than 31 December 2020. Brexit is likely to lead to the establishment of trade and regulatory barriers between parts of the United Kingdom and between the United Kingdom and the European Union and may have

significant effects on transport services including to and from Ireland.

In anticipation, upon and after the event of Brexit DHL Freight a) reserves the right to modify all or part of its transport services to, from or via the United Kingdom, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards customer to the then prevailing circumstances as a result of Brexit b) is entitled to terminate either the agreement or the transport services into and from the United Kingdom or Ireland only by giving five days' notice. DHL Freight shall be relieved of any liability under any contract for services to and from the United Kingdom or Ireland if, and to the extent that, such liability is caused by the consequences of Brexit.

24. Pandemics

The spread of the Coronavirus (COVID-19) was officially declared a pandemic by the WHO. The spread of the Coronavirus (COVID 19) is already having a huge impact on forwarding and logistics, for example through border controls and quarantine measures. The situation is very fluid with administration/governments of various cities/states/countries restricting movements within such cities/states/countries. These consequences of the spread of Coronavirus (COVID-19) are outside the reasonable control of DHL Freight. DHL Freight's offered/agreed rates and service levels therefore do not take the effects of the spread of the Coronavirus (COVID 19) into account. This applies both to the currently known effects and to possible future effects.

In view of the aforesaid situation, DHL Freight reserves the right to modify all or part of its services, to change its working procedures and the agreed rates, to charge surcharges or otherwise to take measures to adjust its business operations and obligations towards customers to the then prevailing circumstances arising as a consequence of the spread of the Coronavirus (COVID -19). DHL Freight shall be relieved of any liability under any agreement for services if, and to the extent that, such liability is caused by the consequences of the spread of the Coronavirus (COVID-19). If DHL Freight is prevented from performing its obligations (as modified, changed or adjusted in accordance with the above) in such circumstances for more than 30 consecutive days, either party has the right to terminate the agreement forthwith by giving written notice to the other.

The above provisions will also apply if and insofar as a comparable pandemic or other health emergency occurs in future which has similar consequences for the logistics industry.

25. Force Majeure

"Force Majeure" means in relation to either Party, any circumstances beyond the reasonable control of that Party, including, without limitation, acts of God, compliance with any acts of any governmental or other authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy, fire, explosion, flood, criminal acts, any information security-related threats including cyber-attacks, severe weather conditions, epidemic, pandemic, lock-outs, strikes and other industrial disputes (in each case whether or not referring to that Party's or subcontractors' workforce), shortage of labor, materials and services and inability or delay in obtaining supplies. Neither Party shall be deemed to be in breach of this Agreement or any Statement of Work or otherwise liable to the other Party for damages (including but not limited to loss, damage or delay to Goods) or otherwise for any failure, partial failure or delay in performing any of its duties or obligations under this Agreement or any Statement of Work (other than breach of an obligation to make payment of any sum due under this Agreement) to the extent such failure is due to Force Majeure. If a Party's performance of its obligations under this Agreement or any Statement of Work is affected by Force Majeure, the date for performance of such obligation shall be deemed suspended for a period equal to the delay caused by such Force Majeure and the affected Party shall resume prompt performance (including a reasonable startup period) as soon as such Force Majeure shall have ceased. The provisions hereof shall not apply to monetary amounts due or owing by either Party to the other. The Party affected by Force Majeure shall use commercially reasonable efforts to give notice to the other Party, specifying the nature and extent of the Force Majeure as soon as reasonably practicable after becoming aware of the Force Majeure. Both Parties will use all reasonable endeavors to mitigate the effects of Force Majeure on the performance of the Agreement and any Statement of Work. For the avoidance of doubt, a close down of IT systems, sectors or segments thereof due to an information security-related threat or attack shall always be deemed to be a mitigation action. If, by reason of a Force Majeure, DHL can only fulfill its obligations by incurring additional costs, then such reasonable and agreed additional costs shall be borne by Customer.

DHL FREIGHT EURAPID Specific Trading Conditions ("Eurapid Terms")

0. General

For the cross-border product DHL FREIGHT EURAPID, in addition to our general Terms and Conditions ("General Terms"), these Eurapid Terms apply which have precedence over our General Terms where applicable. For shipments which comply with these Eurapid Terms, the agreed transit times are binding, subject only to the applicable exclusions below. For clarity, transit times for permitted Dangerous Goods shipments are not binding.

In case the shipment does not comply with these Eurapid Terms, DHL Freight may ask for instructions and a surcharge may be applied. If DHL Freight decides not to ask for instructions for any reason or if no instructions are received from the Customer within a reasonable period of time, DHL Freight will treat the shipment as a standard DHL FREIGHT EUROCONNECT shipment, against the applicable rates and with non-binding standard lead times, as long as the shipment complies with our General Terms.

Goods with a value of more than € 50,000 per package and € 100,000 per shipment must be pre-advised by Customer as they are not permitted for carriage without DHL's prior express written consent, and any such high value shipments may be subject to an extra charge, which DHL will inform Customer of prior to pick-up. Such notification shall not increase DHL's liability, which remains strictly limited by our General Terms.

1. DHL FREIGHT EURAPID service scope

DHL FREIGHT EURAPID service is available only from specified locations to specified post code destinations (or towns where no post codes are available).The geographic scope of DHL FREIGHT EURAPID (and the more limited scope of the Pre-10 and Pre-12 delivery options) can be found in the DHL Freight Lead Time Calculator at www.dhl.com/ltc.

2. DHL FREIGHT EURAPID maximum shipment weight and dimensions:

a. Maximum weight per shipment: 2.500 kg (chargeable weight);
b. Maximum measures per item: 240 cm length, 120 cm width, 220 cm height;
c. Maximum weight per item: 1.000 kg (gross weight).

3. DHL FREIGHT EURAPID service conditions

DHL Freight is only obliged to deliver the goods within the agreed transit times if the following conditions are fulfilled:

a. Reasonable traffic conditions;
b. Shipments must be ready for pick up at the agreed pick-up time during standard working hours (Monday to Friday 08:00 – 18:00 hrs). Upon specific Customer request and when the booking is made before 12:00pm, shipments can be collected on the day of booking. The same day pick-up areas and respective latest booking times are determined by each DHL Freight branch.*
c. Recipient must accept delivery of the shipment during standard working hours, immediately after truck arrival at his premises;
d. Shipment must be clearly pre-advised and marked by Customer as a DHL FREIGHT EURAPID shipment.
e. Customs requirements at clause 7 must be met.

4. DHL FREIGHT EURAPID transit times

The DHL FREIGHT EURAPID transit time commences with collection from the consignor and ends with delivery at the consignee. Transit times for FREIGHT EURAPID can be looked up in the Lead Time Calculator at www.dhl.com/ltc. The transit time takes account of weekends, bank holidays (with the exception of bank holidays in countries where no transshipment takes place*) and planned seasonal limitations but does not consider unplanned seasonal limitations or other influences to transport operations, such as customs delays, severe disruptions to traffic or restrictions on transport of Dangerous Goods.

5. Pick-up & delivery outside standard working hours or to restricted areas

Collections and deliveries outside standard working hours or to restricted areas will be carried out by special arrangement only. They are subject to a surcharge*. Agreed transit times are not binding in case of collections and deliveries outside standard working hours.

6. Additional exclusions for DHL FREIGHT EURAPID:

a. Delivery to private households (B2C);
b. Temperature sensitive and perishable goods;
c. Collection on wheels (COW) and/or Delivery on wheels (DOW);
d. Delivery against Documents (DAD);
e. Cash on Delivery (COD);
f. Delivery on a day specified by the Customer which deviates from the delivery day stated in the Lead Time Calculator;
g. Unpacked goods or goods not adequately packed for transport;
h. Shipments which have to be delivered within a specific time window;
i. Shipments which require a delivery pre-advice;

j. Pallet exchange

7. Customs clearance restrictions DHL FREIGHT EURAPID

DHL FREIGHT EURAPID only accepts shipments under customs clearance where DHL Freight has received the order to do the customs clearance and for which Customer has provided DHL Freight with a valid Power of Attorney for the customs execution. Only the following Incoterms are allowed for such shipments: DDP, DAP and EXW. A transit time will only be binding for shipments under the following conditions:

a. All customs documents are provided, and are complete and valid;
b. All pre-payments of duties and taxes and required guarantees are effected;
c. No physical documents and/or goods inspection;
d. No time delay due to block of shipment by customs administration;
e. No customs clearance due for settlement by the recipient.

* Further details are available from Freight Customer Service.

DHL FREIGHT EUROCONNECT FIXED DELIVERY DATE Specific Trading Conditions ("FDD Terms")

0. General

For the FIXED DELIVERY DATE feature of cross-border EUROCONNECT shipments ("FDD"), in addition to our general Terms and Conditions ("General Terms"), these FDD Terms apply which have precedence over our General Terms where applicable. For shipments which comply with these FDD Terms, the agreed day of delivery is binding, subject only to the applicable exclusions below.

In case the shipment does not comply with these FDD Terms, DHL Freight may ask for instructions and a surcharge may be applied. If DHL Freight decides not to ask for instructions for any reason or if no instructions are received from the Customer within a reasonable period of time, DHL Freight will treat the shipment as a standard DHL FREIGHT EUROCONNECT shipment, against the applicable rates and with non-binding standard lead times, as long as the shipment complies with our General Terms.

Goods with a value of more than € 50,000 per package and € 100,000 per shipment must be pre-advised by Customer as they are not permitted for carriage without DHL's prior express written consent, and any such high value shipments may be subject to an extra charge, which DHL will inform Customer of prior to pick-up. Such notification shall not increase DHL's liability, which remains strictly limited by our General Terms.

1. FDD Service scope

FDD offers delivery on a specified day as well as up to five working days (Monday to Friday, not including public holidays) of temporary storage. It is available for crossborder EUROCONNECT shipments which comply with these FDD Terms. It is available on all cross-border lanes for which a standard EUROCONNECT lead time is offered, as can be found in the DHL Freight Lead Time Calculator at www.dhl.com/ltc. It is not available for Dangerous Goods shipments, waste and substances hazardous to water according to the relevant law in the country of destination, such as – for Germany – the German Water Act (Wasserhaushaltsgesetz). It is also not available for the prohibited goods listed in our General Terms, for pharmaceuticals and for temperature sensitive and perishable goods.

2. FDD maximum shipment weight and dimensions:

a. Maximum weight per shipment: 2.500 kg (chargeable weight);
b. Maximum measures per item: 400 cm length, 220 cm width, 220 cm height;
c. Maximum weight per item: 1.500 kg (gross weight).

3. FDD Service conditions

DHL Freight is only obliged to deliver the goods on the agreed delivery date if the following conditions are fulfilled:

a. Reasonable traffic conditions;
b. Shipments must be ready for pick up at the agreed pick-up time during standard working hours (Monday to Friday 08:00 – 18:00 hrs).
c. Recipient must accept delivery of the shipment during standard working hours, immediately after truck arrival at his premises;
d. Shipment must be clearly pre-advised and marked by Customer as a DHL FREIGHT EUROCONNECT with FIXED DELIVERY DATE shipment.
e. Customs requirements at clause 7 must be met.
f. Deliveries to specific time windows must be agreed in advance with the Customer's Freight Customer Service contact and such delivery times are not binding.

4. FDD transit times

FDD transit times correspond to the regular EUROCONNECT transit times plus 1-5 working days of temporary storage. The transit time commences with collection from the consignor and ends with delivery at the consignee. Standard transit times for EUROCONNECT can be looked up in the Lead Time Calculator at www.dhl.com/ltc. This takes account of weekends, bank holidays (with the exception of bank holidays in countries where no transshipment takes place*) and planned seasonal limitations but does not consider unplanned seasonal limitations or other influences to transport operations, such as customs delays or severe disruptions to traffic. Customer must add at least one but no more than 5 days to the date generated by the Lead Time Calculator.

5. Pick-up & delivery outside standard working hours or to restricted areas

Collections and deliveries outside standard working hours or to restricted areas will be carried out by special arrangement only. They are subject to a surcharge*. Agreed fixed delivery dates are not binding in case of collections and deliveries outside standard working hours.

6. Additional exclusions from binding delivery date commitment:

In relation to the following, the delivery date will not be binding:

a. Delivery to private households (B2C);

b. Collection on wheels (COW) and/or Delivery on wheels (DOW);
c. Delivery against Documents (DAD);
d. Cash on Delivery (COD);
e. Delivery on a day specified by the Customer which is not correctly calculated in accordance with Clause 4;
f. Unpacked goods or goods not adequately packed for transport;
g. Shipments which require a delivery pre-advice or book-in.

7. Customs Clearance restrictions FDD

FDD is only possible for shipments under customs clearance where DHL Freight has received the order to do the customs clearance and for which Customer has provided DHL Freight with a valid Power of Attorney for the customs execution. Only the following Incoterms are allowed for such shipments: DDP, DAP and EXW. A delivery date will only be binding for shipments under the following conditions:

a. All customs documents are provided, and are complete and valid;
b. All pre-payments of duties and taxes and required guarantees are effected;
c. No physical documents and/or goods inspection;
d. No time delay due to block of shipment by customs administration;
e. No customs clearance due for settlement by the recipient.

* Further details are available from Freight Customer Service.