

[date] [customer contact] [title] [customer name] [customer address]

Dear[]

We, [**DGF LEGAL ENTITY NAME**] trading as DHL Global Forwarding ("**DHL**"), are writing to yourselves, [customer name] to set out our joint understanding of the basis upon which DHL will provide [air freight/sea freight] services to you [together with the services of road freight collection from origin point to the port of loading, transitory storage, customs clearance and road delivery from the port of discharge to final destination] ("the Services").

1. **Applicable Terms and Conditions**

1.1 The agreement shall comprises of:

1.1.1 this letter;

1.1.2 the Danmar Lines Limited bill of lading and sea waybill and the DHL air waybill which are attached hereto at part 2 of Schedule 1 ("**DHL Transport Document**"); provided always that the terms and conditions in the DHL Transport Documents will only apply if one has been issued in accordance with Clause 4.1.

1.1.3 the General Conditions of the Nordic Association of Freight Forwarders NSAB 2015 ("**DHL Conditions**") attached hereto at Part 1 of Schedule 1;

1.1.4 the Scope of Work attached hereto at Schedule 2;

1.1.5 the rates and charges schedule attached hereto at Schedule 3; (the "**Agreement**").

1 The documents comprising the Agreement will be read as one document. If there is any ambiguity, inconsistency, or conflict between the provisions of any of the documents comprising the Agreement then the documents take precedence in the order set out above in clause 1.1.

2 **Services to be provided by DHL**

2.1 This Agreement shall be effective from the date which it is signed by both parties ("**Effective Date**") and shall remain in force for a period of [●] year(s)] from the Effective Date until the [**INSERT DATE**] subject to the express rights of earlier termination contained in this Agreement.

2.2 In summary, the Services provided by us will comprise:

y [●]

3. **DHL's Charges and Payment for Services**

3.1 The rates and charges payable by you for the Services are set out in Schedule 3 – Rates and Charges and are valid for a period of [six (6) months]. Before the end of the said [six (6) month] period the parties will use their best endeavours to negotiate a revision of the rates and other terms, based on the Customer's shipping profile, its service requirements and any increases in DHL's costs. If no revision can be agreed within [two (2)] months after the initial request, then either party may terminate this Agreement with one (1) month's written notice.

3.2 Invoices for our charges will be submitted on [~~weekly~~][~~monthly~~] in arrears and we will provide such detail and backup as may reasonably be agreed.

3.3 Invoices will be paid by you within 30 (thirty) days of invoice date.

3.4 All the above charges are exclusive of VAT which shall be added to the invoices at the prevailing rate.

4. **Liability**

4.1 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 DHL Conditions, be paramount and govern the Services in respect of which the DHL Transport Document is issued.

4.2 Notwithstanding any of the provisions of the DHL Conditions, DHL's liability, if any, for any claim arising from customs brokerage services howsoever arising (in each case whether caused by negligence or otherwise) shall be limited to €100 per entry or the amount of brokerage fees paid to DHL for the entry, whichever is less. To the extent that DHL's liability under this clause relates to a series of errors and/or omissions which are repetitions of or represent the continuation of an original error, and/or omission, DHL's liability shall be limited to 75,000 SDR in the aggregate of any one calendar year commencing from the time of the making of the original error, and/or omission.

1 DHL does not exclude or restrict its liability (if any) for any matter for which it would be illegal for DHL to exclude or attempt to exclude liability.

2 **Warranties**

5.1 You warrant and undertake that:

5.1.1 the description and particulars of any shipment and all information provided by Customer or its representatives in relation to any shipment and its intended use is full and accurate;

5.1.2 neither the receipt nor the delivery of the shipment (including any insurance arranged by or on behalf of DHL) expose DHL or their employees, servants, agents, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organisation or other relevant authority.

1 You agree to provide DHL immediately on request with the identities of all parties which have any legal, financial or commercial interest in the shipment, as well as its intended use and likely end user.

2 **Termination**

6.1 Without prejudice to any accrued rights and remedies under this Agreement, either party may terminate this Agreement by immediate notice in writing to the other:

6.1.1 if the other commits a material breach of its obligations under this Agreement and shall not remedy such breach (or where such breach is not capable of remedy shall not take all reasonable steps to prevent its recurrence) within 30 days of written notice given to it by the other specifying such breach

and requiring its remedy. For the purposes of this Agreement a breach shall be deemed to be capable of remedy if it can be remedied in all respects other than time of performance;

6.1.2 if the other enters into liquidation or administration whether compulsory or voluntary otherwise than for the purpose of amalgamation or reconstruction or compound with its creditors or has a receiver (including an administrative administrator, trustee or similar officer) appointed over all or part of its assets or its undertaking or part thereof or if it shall make any composition or arrangement with its creditors or if any action, application, petition or proceeding shall be initiated relating to any of the above matters or to any inability to pay debts or to credit worthiness or if it is unable to pay its debts.

1 DHL may terminate this Agreement by giving 30 days notice to Customer if Customer fails to pay any sums payable by it under this Agreement (excluding a disputed sum) within 14 days of the due date of payment for the same.

2 **Governing Law and Dispute Resolution**

7.1 This Agreement shall be governed and construed in accordance with the laws of Denmark and each party to this Agreement irrevocably submits to the exclusive jurisdiction of the courts of Denmark.

We should be obliged if you would confirm your acceptance of the above terms by arranging to have the attached duplicate copy of this letter signed on behalf of you and returning it to us.

Yours sincerely

For and on behalf of DGF
[legal entity name]

We hereby confirm our acceptance of the above terms and conditions

Signed for and on behalf of [customer]

Name:

Position:

Date:

SCHEDULE 1

Part 1 -DHL Conditions – NSAB 2015

NSAB2015



nsab_2015_uk.pdf

DHL HAWB



Danmar BOL



SCHEDULE 2 SCOPE OF WORK

SCHEDULE 3 RATES AND CHARGES

[ALL APPLICABLE SURCHARGES TO BE INCLUDED IN THIS SCHEDULE]