



**DHL EXPRESS – TERMS AND CONDITIONS OF CARRIAGE for domestic services
provided by DHL Express (Switzerland) Ltd
("DOMESTIC Terms and Conditions")**

When ordering services with DHL Express (Switzerland) Ltd (hereinafter referred to as "DHL") you, as "Shipper", are agreeing, on your behalf and on behalf of the receiver of the Shipment ("Receiver") and anyone else with an interest in the Shipment that these Terms and Conditions of Carriage shall apply.

1 Definitions and scope of application

"Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means DHL chooses. A "waybill" shall include any Shipment identifier or document produced by DHL or Shipper automated systems such as a label, barcode, or consignment note as well as any electronic version thereof. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost. (Please see below for further information). DHL is entitled to call in subcontractors for the performance of the contract.

These DOMESTIC Terms and Conditions apply to the agreed shipping services, as well as transport-related additional services and surcharges in Switzerland and Liechtenstein. They are applicable for the following products as described at www.dhl.ch, in particular:

**DHL DOMESTIC EXPRESS
DHL DOMESTIC EXPRESS BASIC
DHL DOMESTIC EXPRESS 10:30
DHL DOMESTIC EXPRESS 12:00
DHL DOMESTIC SAMEDAY**

2 Authorization

In order to provide its transportation services, DHL may perform these activities on Shipper's or Receiver's behalf: complete documents and amend product or service codes.

3 Addressing and Packaging

Shipper undertakes to address and package the Shipment compliant to transport regulations. DHL may invoice surcharges for extra workload if a Shipment does not meet these requirements.

4 Unacceptable Shipments

A Shipment is unacceptable for transportation if:

- a. the Receiver's address is a PO box only and/or the Shipment is encoded and/or marked for postal storage;
- b. it does not meet the criteria for national products set out at www.dhl.ch;
- c. it contains items whose value exceeds CHF 10.000 (ten thousand Swiss francs) or whose carriage or possession is prohibited by law;
- d. its packaging is inadequate in terms of shape, contents, or type;
- e. its characteristics are liable to injure people or to cause material damage;
- f. it contains substances that violate applicable narcotic laws;
- g. it contains perishable or fragile goods, or items requiring special protection against the effects of vibration, heat or cold, temperature variation or humidity, therefore needing special technical measures;
- h. it contains fire weapons, ammunition, explosives, or military equipment;
- i. it contains any items classified by national and international regulations as dangerous goods or as prohibited articles, or items whose transportation is subject to certain conditions;
- j. it contains live animals or human remains;



k. it contains any other item or article which DHL decides cannot be carried safely or legally.

5 Cash on Delivery

If a product description includes the transportation of cash on delivery Shipments and Shipper instructs DHL to deliver such a Shipment, the amount due must be legibly specified on the Shipment's label and in the shipping documents.

DHL is not liable for damages arising out of inexact details. Any damage arising from imprecise, incomplete or inaccurate information and/or labelling shall be at the expense of Shipper.

The amount due for a cash on delivery Shipment may not exceed CHF 5.000 incl. VAT.

6 Delivery and Undeliverables

Shipments that are addressed to PO boxes, or postal codes, or marked for postal storage cannot be delivered. Shipments are delivered to Receiver's address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area.

DHL may notify Receiver of an upcoming delivery or a missed delivery and/or carry out alternative delivery options, such as delivery to a parcel office or to a neighbour.

7 Completion of Delivery

Delivery of a Shipment is considered to be completed as soon as DHL has handed the Shipment over to Receiver or deposited it at another designated place.

8 Delivery Place and Date

Shipments with or without proof of delivery will be delivered from Monday to Friday according to DHL's service offering. The transit or delivery times specified by DHL are without guarantee. Therefore, DHL is not liable for any damage or loss arising from delays, unless provided otherwise by applicable mandatory legal regulations.

If the Shipment is deemed to be unacceptable as described in Section 4 or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay other Shipment charges, DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost. A refund of transportation costs or any other reimbursement cannot be claimed. If the return efforts fail, the Shipment may be destroyed or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service fees and other related administrative costs and the balance of the proceeds to be returned to Shipper. DHL shall have the right to destroy any Shipment that any law prevents DHL from returning to Shipper as well as any Shipment of dangerous goods.

9 Inspection

DHL has the right to open and inspect a Shipment without notice for personal or operational safety as well as security reasons for other shipments, or other legitimate reasons.

10 Shipment Charges and Fees

DHL's Shipment charges are calculated according to the actual weight and a Shipment may be re-weighed and re-measured by DHL to confirm this calculation.

The services provided by DHL are subject to the prices set out in the current pricing list or in the order confirmation. These prices are exclusive of value-added tax, fuel surcharge for road transportation, and



any further surcharges.

When Shipper hands the Shipment over to DHL, DHL shall create the invoice based on the data made available electronically or in print by Shipper. The invoice total must be paid using the method of payment the invoice specifies for the services provided.

11 DHL's Liability

DHL's liability for any transport damage arising from complete or partial deterioration, from damages to or from complete or partial loss of a parcel carried using the product "DOMESTIC EXPRESS Basic" shall be limited to the lower of (i) the net cost value, (ii) the declared value, or (iii) CHF 500 (five hundred Swiss francs).

DHL's liability for any transport damage arising from complete or partial deterioration, from damages to or from complete or partial loss of a parcel carried using the products "DHL DOMESTIC EXPRESS", "DHL DOMESTIC EXPRESS 10:30", "DHL DOMESTIC EXPRESS 12:00", and "DHL DOMESTIC SAMEDAY" shall be limited to the lower of (i) the net cost value, (ii) the declared value, or (iii) CHF 1.000 (one thousand Swiss francs).

Under no circumstance will information made available to DHL on goods' value or the interest in a Shipment's delivery be accepted as a declaration according to clause 448 par. 2 CO (Interest in Delivery) and will establish no liability for DHL that exceeds the agreed limits.

DHL's liability is strictly limited to direct loss and damage to a Shipment only and to the limits defined in this Section. 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, indirect or intangible, and even if the risk of such loss or damage was brought to DHL's attention.

DHL is not liable if a Shipment is undeliverable according to the provisions of Section 4 herein or if the Shipment is seized or destroyed by the competent authority or if Receiver accepts its delivery without any reservation.

DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these schedules are not binding and do not form part of the contract. DHL is not liable for any damages or loss caused by delays.

12 Claims

All claims must be submitted in writing to DHL within 8 (eight) days from the date that Receiver accepted the Shipment, failing which DHL shall have no liability whatsoever.

Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

13 Shipment Insurance / Document Safety

DHL may arrange insurance against loss or damage to the Shipment covering the insurance value of CHF 5.000 (five thousand Swiss francs) maximum, provided that Shipper so instructs DHL. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

14 Circumstances Beyond DHL's Control

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's 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; any act or omission by a person not employed or contracted by DHL – e.g. Shipper, Receiver, third party, government official; “Force Majeure” – e.g. avalanche, earthquake, cyclone, storm, flood, fog, war, riot, civil commotion, or industrial action.

15 Shipper’s Warranties and Indemnities

Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of Shipper’s failure to comply with the following warranties and representations:

- a. all information provided by Shipper or their representatives is complete and accurate;
- b. the Shipment is acceptable for transport under Section 4 above;
- c. the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to DHL;
- d. Shipper has complied with all applicable data protection laws and other laws and regulations; and
- e. Shipper has obtained all necessary consents in relation to personal data, including Receiver’s data as may be required for transport and delivery, such as e-mail address and mobile and phone number, and has forwarded them to DHL.

Shipper shall be liable for any costs and expenses incurred in connection with the Shipment’s transport and shall indemnify DHL for any claims third parties may assert against DHL, as well as for any damages arising in connection with carriage services.

16 Possible Repayment of Compensation

If a Shipment given up as lost or part of it is recovered after payment of a possible compensation amount for damages, Shipper or Receiver shall be informed in writing that delivery of this Shipment can be obtained within a period of 3 (three) months against repayment of the compensation amount received.

If no repayment is made within this period, the Shipment becomes the property of DHL.

17 Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places. DHL is not compelled to document gateway monitoring.

18 Offsetting/Assignment

Offsetting against receivables from DHL is possible only if the enforceability of a receivable was established or acknowledged in writing by DHL.

The holder of the right may not assign any receivables he may have against DHL without DHL’s written authorization. If DHL is liable to the Shipper, the latter will assign to DHL any rights they hold against the Shipment’s Receiver and third parties that have caused or contributed to the damage.

For any receivables due from Receiver, DHL has a right of retention for all goods handed over to DHL, regardless if any connection exists between the receivables due and the goods delivered.

19 Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

20 Governing Law / Place of Jurisdiction

Any agreements and these Terms and Conditions shall be subject to Swiss law. Basel shall be the sole



place of jurisdiction for any dispute.

21 Original Copy

DHL's Terms and Conditions are available in German, French, Italian, and English. In case of contradiction, the German version shall prevail.

Further information is available at www.dhl.ch or from the DHL Customer Service.

February 2020