

# TERMS AND CONDITIONS OF CARRIAGE

## DHL ECONOMY SELECT

### 1. Field of application

- 1.1 The following General Terms and Conditions of Carriage form the basis of the DHL European transport road contract between the shipper and DHL for services provided by DHL in accordance with the conditions mentioned in the DHL ECONOMY SELECT brochure.
- 1.2 Services include but are not limited to, the pickup, clearance, transport, handling and the delivery to the final destination. DHL has the right to choose the routing and diversion, including the possibility that the shipment may be carried via intermediate stopping places.
- 1.3 The transport order is based exclusively on the formal contract concluded between the shipper and DHL. The Conveyance of Goods by International Road Transport rules (CMR) regulates the transport contract.

### 2. Range of Services

Exhaustive services provided by DHL in the frame of these Terms and Conditions are detailed in the DHL ECONOMY SELECT brochure.

### 3. Goods accepted for transportation

#### 3.1 DHL accepts for transportation all goods, except:

- dangerous goods / exception: Limited quantities (LQ) according to ADR/SDR are permitted for transport with approval from DHL;
- perishables, foodstuffs or items requiring temperature control or special handling;
- bearer form negotiable instruments, valuables, cash, securities, precious metals, raw diamonds and stones;
- animal products, livestock, plant products, human remains, and pharmaceutical products;
- drugs, pornography;
- antiques and Fine Art or Work of Art;
- watches, costume jewelry (accepted only with prior DHL written agreement);
- weapons, firearms, parts thereof and ammunition;
- any item(s), the carriage of which is prohibited by any law, regulation or statute of any federal, state or local government to or through which the shipment may be carried;
- any item(s) classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA, ADR or any relevant organisation;
- shipments not complying with clauses 4.1 to 4.4;
- shipments mentioned as consignee a Post Office, PO Box, postal code or Anonymous Identification Code address (Sous Chiffre);
- shipments that do not correspond to the characteristics described in the latest DHL ECONOMY SELECT brochure.

#### 3.2 Inspection

DHL has the right but not the obligation to open and inspect a shipment without prior notice to shipper.

### 4. Customer Obligations

#### 4.1 Packaging

All goods must be adequately packed for international transport. Liability for damage resulting from insufficient packaging or inadequacy of marks or numbers on the packages rests with the shipper. Pallets are considered as part of the shipment. Transport packaging and pallets cannot be taken back. Transport insurance pursuant to clause 10 is excluded.

#### 4.2 Shipment documentation

For the purposes of the Customs or other formalities, which have to be completed before delivery of the goods, the shipper shall attach all necessary documents to the shipment or place them at the disposal of DHL and shall provide DHL with all the required information. The shipper is responsible to provide such documentation at the time of taking over the shipment and for any additional costs or liabilities resulting from missing and/or incorrectly completed parts of the following documents:

- DHL shipment information;
- commercial invoice in accordance to Customs requirements. Commercial value of the goods should not be considered as an amount of a special interest in delivery;
- export documents.

If there are any missing documents, the shipper must provide the full documentation in order to allow DHL to perform the transport of the shipment. DHL has the right to return the shipment at the shipper's expenses.

#### 4.3 Voluminous Shipments

The prior consent of DHL must be obtained by the shipper regarding the acceptance of individual shipments exceeding 120 cm in length; 100 cm in width and 160 cm in height. Shipment charges are calculated according to the higher of actual or volumetric weight and any shipment may be re-weighed and re-measured by DHL to confirm this calculation. Voluminous shipments will be invoiced on the basis of the following calculation rule: Length x Width x Height x 250Kgs, of which all dimensions are in meters. The transport of shipments exceeding dimension range mentioned in this is not accepted.

#### 4.4 Standard value, size, weight and number of items per shipment

The maximum accepted value per shipment is limited to EUR 1'000'000.–. Shipments exceeding the value of EUR 50'000.– should be pre-advised to the DHL Customer Service and insured against loss/damage either with DHL Transport Insurance or with a third party insurance. Refer to clause 10.

A shipment means one or multiple pieces or items grouped that travel under one Waybill to a unique destination address and which may be carried by any means DHL chooses, including road or any other carrier. There is a minimum shipment size that should exceed 15x11x3.5 cm (LXWXH) with no weight limit and the maximum shipment size should not exceed 120x100x160 cm (LXWXH). The maximum weight per item and per shipment is limited to 1'000 Kgs. Shipments outside of this clause are not accepted. Shipments are limited to a maximum of 999 pieces.

#### 4.5 Shipper's Warranties and Indemnity

The shipper shall indemnify and hold DHL blameless for any loss or damage arising out of the shipper's failure to comply with any applicable laws or regulations and for breach of any of the following warranties and conditions are:

- all information provided by the shipper or its representatives is complete and accurate;
- the shipment was prepared in secure premises by shipper's employees;
- the shipper employed reliable staff to prepare the shipment;
- the shipper protected the shipment against unauthorized interference during preparation, storage and transportation to DHL;
- the shipment is properly marked, addressed and packed to ensure safe transportation with ordinary care in handling;
- all applicable customs, import, export and other laws and regulations have been complied with;
- the shipment has been signed by the shipper's authorized representative and the Terms and Conditions constitute the binding and enforceable obligations of shipper.

### 5. Deliveries

#### 5.1 Written acknowledgement of receipt

Shipments are delivered to the consignee against a written acknowledgement of receipt and in the event of consignee's absence, the shipment will be delivered to a person on the premises of the consignee in whom DHL can presume to be authorized to receive the shipment. For that purpose, electronic means can be used for acknowledgements of receipt. The customer recognizes in this respect that the name printed by the consignee or that of the nominee referred above accompanied by the digital or electronic signature of the consignee or the person authorized to receive the shipment referenced above is sufficient as proof of delivery. The customer waives its rights to contest a distribution by basing its arguments on the fact that electronic means were used as proof of the shipment delivery.

#### 5.2 Additional attempt at delivery

When a shipment cannot be distributed the first time, the consignee must be informed about this in writing and another attempt at delivery shall be fixed in agreement with the consignee during a maximum holding period of 10 days. Shall the second delivery attempt remain fruitless, the shipper, (unless other instruction have been given), without delay, the shipper give written instructions to DHL for the handling of the shipment, such as:

- delivery to a third party;
- abandon or require the product of the sale;
- provide another delivery address to forward the shipment to;
- store the shipment for an additional period.

All related costs, including a new customs clearance, shall be invoiced to the customer. If the customer does not provide written instructions within 10 working days from the non-delivery notice, the shipment will be returned to the shipper at its own expenses. The shipment will be carefully held by DHL during the entire storage period. DHL reserves the right to charge the shipper for the related storage costs.

#### 5.3 Transit times

The DHL transit time commences with the taking over of the shipment from the shipper and ends with the delivery to the consignee provided that:

- the shipment is booked within the notification period;
- all the necessary documents are correctly completed;
- DHL performs the customs clearance for the shipment (if customs clearance is handled by a third party customs clearance agent, the transit time ends upon with the delivery of the shipment to the third party customs clearance agent);
- no delays arise during customs clearance or for complex customs clearance (e.g. for goods from third party countries with the exception of EFTA countries and for goods for which special permits and licenses are required);
- normal transportation without restrictions is possible.

Transit times exclude Saturdays, Sundays and public holidays at destination. Shipment deliveries are performed in accordance to the published transit time, unless other agreed instructions are given in writing.

#### 5.4 Terms of delivery

The following terms of delivery can possible be expanded to include the remarks «tax paid»/«tax unpaid»:

- Free domicile cleared
- Free domicile uncleared
- Ex works

## 5.5 Special orders

Taking over and deliveries made outside normal business hours will only be carried out by special arrangement and subject to additional costs at the shipper's expenses according to the conditions mentioned in the DHL ECONOMY SELECT brochure.

## 5.6 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:- an «Act of God» - e.g. earthquake, cyclone, storm, flood, fog; «Force Majeure» - e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the shipment, even if known to DHL; riot or civil commotion; any act or omission by a person not employed or contracted by DHL e.g. shipper, consignee.

## 6. Tariffs, conditions and payment terms

The published tariff excluding VAT, applies to single shipments. The payer shall pay or reimburse DHL for all shipment charges, storage charges, duties and taxes owed for services provided by DHL or incurred by DHL on the shipper or receiver or any third party's behalf and all claims, damages, fines and expenses incurred if the shipment is deemed unacceptable for transport as described in Sections 3. and 4. Invoices are payable according to standard payment terms without deductions. The complete list of « value added services» related to transportation costs is published in the DHL ECONOMY SELECT brochure. DHL applies a monthly floating fuel surcharge, which is adjusted according to the variation published by ASTAG on its website: [www.dhl.ch](http://www.dhl.ch)

## 7. Cash on delivery (COD)

### 7.1 Service provided

DHL provides this service in accordance with the latest DHL ECONOMY SELECT brochure as well as COD restrictions.

### 7.2 Maximum amount accepted and means of payment

The maximum amounts of COD shipment accepted by DHL are the amounts expressed in the currency of the destination country, which are published in the latest DHL ECONOMY SELECT brochure, unless another amount and currency are accepted. Delivery to the consignee will be carried out only against secured payment of the full amount clearly mentioned in the shipment documentation provided by the shipper. The reimbursement to the shipper of the agreed amount, will take place within 10 working days from the DHL bank collection value date. Bank charges and exchange losses are at the shipper expense.

### 7.3 Responsibility of the Shipper

The shipper assumes the responsibility for the corresponding instructions to the consignee and the written instructions to DHL. The shipper is responsible for the costs resulting from, but not limited to, confiscation, missing or incomplete information, refusal to accept, insolvency or refusal to pay on the part of the consignee. The processing of COD shipments will be subject to a surcharge according to conditions mentioned in the DHL ECONOMY SELECT brochure. Nevertheless, no changes in either the amount or in the currency will be accepted. No transit time guarantee can be given for COD shipments.

### 7.4 Restrictions

Restricted or/Prohibited Countries not offering this service are listed in the DHL ECONOMY SELECT brochure.

## 8. Receiver payer

### 8.1 Service provided

DHL provides this service in accordance with the latest DHL ECONOMY SELECT brochure. Shippers using the Receiver payer service are allowing the consignee to pay for the transportation costs and all associated taxes, duties and charges.

### 8.2 Responsibility of the Shipper

The shipper takes the responsibility for the corresponding instructions to the consignee and the written instructions to DHL. The shipper is solely responsible for the costs to resulting from, but not limited to, confiscation, missing or incomplete information, refusal to accept, insolvency or refusal to pay on the part of the consignee. Should the consignee refuse to pay, the shipper will inform DHL within 10 working days for the corresponding instructions to ensure shipment delivery. Otherwise the shipment will be returned to the shipper at shipper's expense.

## 9. Liability

DHL contracts with the shipper on the basis that DHL's liability is strictly limited to direct loss only and to the per kilo limits. 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's attention before or after acceptance of the shipment since the shipper can insure special risks. DHL 's liability in respect of any one shipment transported, is limited to its actual cash value and shall not exceed the greater of SDR (Special Drawing Right) 8.33 per kilogram or EUR 10. – per kilogram. The transport order is subject to the CMR conditions. Claims are limited to one claim per shipment settlement, which will be a full and final settlement for all loss or damage in connection therewith. If the shipper regards these limits as insufficient, he must make an insurance request as described in Section 10 (Transport Insurance) or make his own insurance arrangements, failing which the shipper assumes all risks for loss or damage.

## 10. Transport insurance

Upon receipt of express instructions and only after approval, DHL can arrange transport insurance shipment coverage up to EUR 1'000'000. – on behalf of the shipper, covering the actual cash value in respect of loss of or physical damage to the shipment, provided that the shipper completes the insurance section on the front of the waybill or requests it via DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays. For watches and jewelry see clause 3.1.

## 11. Time limit for Claims and complaints

### 11.1 Claims

All claims for loss or damage must be submitted in writing to DHL within 30 days from the date that DHL accepted the shipment, failing which DHL shall have no liability whatsoever.

### 11.2 Complaints

All complaints for loss or damage to a shipment must be submitted verbally or in writing within 48 hours to DHL in all cases but not limited to:

- apparent loss/damage at the time of delivery / acceptance on the shipment;
- loss/damage that is not outwardly apparent, notice must be given not later than 10 days after delivery / acceptance. General reserves such as «not checked» or «under reserve»; are not accepted and will be considered invalid. Failing which DHL shall have no liability whatsoever.

### 11.3 Delayed Shipments

DHL will make every reasonable effort to deliver the shipment according to DHL 's regular delivery schedules, but these are not guaranteed and do not form part of the contract. DHL is not liable for any damages or loss caused by delays. Although, the transport order is subject to the CMR conditions (Agreement relating to the Conveyance of Goods by International Road Transport), article 17 of CMR is not applicable.

## 12. Invoices and responsibility for charges and assignment

Invoices are issued to the payer for charges according to the shipment information. The shipper remains jointly and severally liable for all charges, which are due for payment by the shipper or consignee. An invoice cannot be presented to DHL and the shipper shall not assign any liabilities or right without the express written consent of DHL.

## 13. Customs, Exports and Imports

DHL may perform any of the following activities on the shipper's behalf in order to provide its services to the shipper:

- complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations;
- act as shipper's forwarding agent for customs and export control purposes and as consignee solely for the purpose of designating a customs broker to perform customs clearance and entry;
- forward the shipment to the consignee's import broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorized to handle the shipment.

## 14. Confidentiality

DHL has the right to collect, keep and save data information in connection with the performance of any DHL transport service, provided by the shipper or consignee and DHL commits to:

- not use this confidential information, except in the performance of the Service;
- not disclose this confidential information to any other party;
- treat this confidential information with the same degree of care with which it treats its own confidential information of similar importance.

The prohibition on disclosure and use will not apply to information required by law or formal authorities to be disclosed.

## 15. Written Form

The present Terms and Conditions cannot be amended or modified except by a written notice. Any verbal agreement remains invalid. DHL reserves the right to modify and amend these conditions at any time.

## 16. Severability

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

## 17. Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject for the benefit of DHL to the non-exclusive jurisdiction of the courts of, and governed by the law of Switzerland (country of origin of the shipment and shipper). Both parties irrevocably submit to such jurisdiction, unless contrary to applicable law. The original language of the Terms and Conditions of Carriage is English.