

# TERMS & CONDITIONS OF CARRIAGE

## DHL EXPRESS

As of: January 2011

When ordering DHL's services you, as "Shipper", are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, that the Terms and Conditions shall apply from the time that DHL accepts the Shipment unless otherwise agreed in writing by an authorised officer of DHL.

"Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means DHL chooses, including air, road or any other carrier. A "waybill" shall include any label produced by DHL automated systems, waybill, or consignment note and shall incorporate these Terms and Conditions. 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" means any member of the DHL Express Network.

### 1. Customs, Exports and Imports

DHL may perform any of the following activities on Shipper's behalf in order to provide its services to Shipper: (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations, (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to Receiver's import broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorised.

### 2. Unacceptable Shipments

Shipper agrees that its Shipment is acceptable for transportation and is deemed unacceptable if:

- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organisation;
- no customs declaration is made when required by applicable customs regulations;
- it contains counterfeit goods, animals, bullion, currency, banderols/tax stickers, bearer form negotiable instruments, precious metals and stones; real or imitation firearms, parts thereof,

weapons, explosives and ammunition; human remains, pornography or illegal narcotics/drugs),

- it contains any other item which DHL decides cannot be carried safely or legally, or its packaging is defective or inadequate

### 3. Deliveries and Undeliverables

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper (which in the case of mail services shall be deemed to be the first receiving postal service) but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. If the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay for delivery, DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold by DHL without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

### 4. Inspection

DHL has the right to open and inspect a Shipment without notice.

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### 5. Shipment Charges

DHL's 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. Shipper shall pay or reimburse DHL for all Shipment charges, ancillary charges, duties and taxes owed for services provided by DHL or incurred by DHL on Shipper's or Receiver's 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 Section 2.

### 6. DHL's Liability

DHL's liability is strictly limited to direct loss and damage only and to the per kilo/lb limits in this Section 6. 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. If a Shipment combines carriage by air, road or other mode of transport, it shall be deemed to have been carried by air. DHL's liability in respect of any one Shipment transported, without prejudice to Sections 7-11, is limited to its actual cash value and shall not exceed:

- \$US 25.00/kilogram or \$US 11.34/lb for Shipments transported by air or other non-road mode of transportation; or
- \$US 12.00/kilogram or \$US 5.44 /lb for Shipments transported by road.

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. If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 (Shipment Insurance) or make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

### 7. Time Limits for Claims

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever.

### 8. Shipment Insurance \*

DHL can arrange insurance for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment, provided 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.

### 9. Delayed Shipments and Money-Back Guarantee

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.

Certain services have a money-back guarantee which provides for a credit or refund for delay of all or part of the Shipment's transport charges in some cases. The Money-Back Guarantee Terms and Conditions are available on the DHL website ([www.dhl.com](http://www.dhl.com)) or from DHL Customer Service.

### 10. 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, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash or embargo, riot or civil commotion, industrial action.

\* Not available for mail services

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## 11. International Conventions

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Montreal Convention, or the Warsaw Convention as applicable, governs. For international road transportation, the Convention for the International Carriage of Goods by Road (CMR) may apply. These conventions limit DHL's liability for loss or damage.

## 12. Shipper's Warranties and Indemnity

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

- all information provided by Shipper or its representatives is complete and accurate;
- the Shipment was prepared in secure premises by Shipper's employees;
- Shipper employed reliable staff to prepare the Shipment;
- Shipper protected the Shipment against unauthorised interference during preparation, storage and transportation to DHL;
- the Shipment is properly marked and 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; and
- the waybill has been signed by Shipper's authorised representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper.

## 13. Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

## 14. 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, the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

## 15. Severability

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