



LIABILITY

Unless mandatory provisions to the contrary (e.g. CMR, The Hague Rules, Montreal Agreement) are applicable, DHL Freight shall be liable for all the services it provides in accordance with the latest version of the German Freight Forwarders' Standard Terms and Conditions (Allgemeine Deutsche Spediteurbedingungen (ADSp)) and – if these are not applicable to the provision of logistics services – with the Logistics General Terms and Conditions (Logistik-AGB), version March 2006. **In item 23 the ADSp limit legal liability for damage to goods in accordance with section 431 of the German Commercial Code (HGB) whilst in the care of a forwarder to €5/kg, in the case of multimodal transports, including sea transport to 2 Special Drawing Rights/kg and in addition per damage or event to €1 million or €2 million respectively or 2 Special Drawing Rights/kg, depending on which amount is higher.** The parties agree subsidiary, that item 27 ADSp does neither extend the liability nor the responsibility of DHL Freight for agents, servants, employees or crewmembers beyond legal regulations as Art. 25 MC, Art. 36 CIM, Art. 21 CMNI, § 660 HGB for the benefit of the customer.

Legal basis:

Our services shall be subject to the latest version of the German Freight Forwarders' Standard Terms and Conditions (ADSp) and – where the ADSp are not applicable to the provision of logistics services – the Logistics General Terms and Conditions (Logistik-AGB) version March 2006. For Express shipments the General Terms & Conditions of DHL Freight for LTL Express National (AGB DHL Freight Stückgut Express National) shall apply.

Basis of the calculation:

The charges offered are based on the information on quantity and shipment structures provided by the customer and on unchanged market conditions and general legal conditions. If the actual quantity and/or shipment structures differ from the customer's information, or the market conditions or general legal conditions change, DHL Freight shall be authorised to increase the charges as appears fair.

Adjustment of charges/period of notice

The charges offered can be adjusted by DHL Freight at any time. However, DHL Freight is obliged to announce this ten days in advance. Both DHL Freight and the customer are authorised to terminate the agreement at any time, if they give five days notice. The right to terminate the agreement for good cause shall remain unaffected.

Foreign trade regulations:

The customer confirms that he/she shall observe all foreign trade regulations and shall not maintain any connections to persons or organizations against whom restrictive measures have been imposed either in the fight against terrorism or in the form of other foreign trade-related sanctions.

Excluded dangerous goods

On the basis of special legal provisions, the following classes of dangerous goods must not be accepted for transportation by DHL Freight:

- Class 1 (explosive substances and objects)
- Class 6.2 (dangerous and infectious substances)
- Class 7 (radioactive substances)

Additional transport prohibitions exist for all substances of classes 4.1 and 5.2 which require temperature control, for goods that are subject to a route stipulation pursuant to Section 35 of the German Dangerous Goods Regulations for Road, Rail and Inland Waterways (GGVSEB) and for substances of class 9, UN nos. 2212, 2590, 2315, 3152 and 3151.

German islands:

The charges on offer do not apply to transports from and to German islands. We will be happy to make you a separate offer upon request.

Acknowledgement of receipt

DHL Freight also uses electronic means for receipts, by which the name is documented along with the digitised or electronic signature of the recipient or the person authorised to receive the shipment. The customer shall confirm that he/she accepts this form of confirmation of receipt. He/she shall explicitly renounce the right to contest receipt to the goods with reference to this form of confirmation of receipt.

Financing costs:

DHL Freight shall charge financing costs of 2.5% of the net amount of the invoice as an additional charge for the transport service. If payment is made within the agreed payment period, financing costs may be deducted. Statutory entitlements in the case of non-payment within the payment period shall remain unaffected by the agreed financing cost surcharge.

Exchange of loading equipment:

Where the exchange of loading equipment has been agreed, DHL Freight shall be entitled to demand the supply of loading equipment from the customer if and to the extent which the goods recipients have refused to exchange the loading equipment they received contemporaneously as soon as they receive the goods.

Transport insurance:

Good transport insurance protection is important, because, for example, high value goods in conjunction with statutory limitations of liability or exemptions from liability may lead to a shortage of cover if an incident involving damage occurs. Even a traffic accident can be an unavoidable event for a freight forwarder, for which exemption from liability applies. DHL Freight therefore recommends that its customers should take out a transport insurance policy which may be covered directly and simply via DHL Freight and which protects against risks of loss and damage above and beyond statutory liability. We will be pleased to make you an offer.

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