DHL ECOMMERCE EUROPE TERMS & CONDITIONS OF CARRIAGE

("Terms and Conditions")

1 Scope

1.1 When ordering DHL eCommerce's services you, as "Sender", are agreeing, on your behalf and on behalf of the receiver of the Shipment ("Consignee") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply to the transport services provided by DHL eCommerce ("the Services").

1.2 "Shipment" means all parcels and/or pallets that travel under one Waybill and which may be carried by any means DHL eCommerce chooses, including road, air or any other carrier. A "Waybill" (including electronic versions) shall include any Shipment identifier or document produced by DHL eCommerce or Sender automated systems such as a label, barcode, waybill or consignment note. A Shipment consists of one parcel unless a Service permits the sending of several parcels under a Waybill. Every Shipment is transported on a limited liability basis as set out in these Terms and Conditions. If Sender requires greater protection, then insurance may be arranged at an additional cost.

1.3 The Service includes the transport of Shipments from receipt of the Shipment by DHL eCommerce until delivery, including any optional services or additional ancillary services selected.

1.4 No other terms and conditions of the Sender shall apply to the Services.

2 Unacceptable Shipments

The Sender agrees that a Shipment is deemed unacceptable and therefore excluded from transport ("Prohibited Shipment") if:

a) it contains forgeries, unlicensed copies of products, counterfeited goods, live animals or plants, human or animal remains, easily perishable goods, or goods requiring special handling (e.g., temperature or humidity control);
b) it contains military goods or other goods that are subject to a prohibition, license, authorization or permit (such as dual-use goods or weapons) for their import, export, transit or transfer under export control, sanctions laws and regulations or other regulatory restrictions ("Controlled Goods");
c) it contains goods subject to regulatory procedures (e.g. movement of excise goods) or special authorisation for transport (unless otherwise agreed);
d) it contains goods classified as hazardous material, dangerous goods, prohibited or restricted articles by the ADR (European Agreement concerning the International Carriage of Dangerous Goods by Road) for shipments carried by road, IATA (International Air Transport Association) and ICAO (International Civil Aviation Organization) for shipments carried by air, or other relevant organization;
e) it has inadequate or defective packaging;
f) Sender, Consignee or any third party with an interest in the Shipment, directly or indirectly involved in the shipment or transaction, is a natural or legal person or entity subject to sanctions of the U.N., EU, U.S.A. or, where applicable, other governments and international institutions ("Denied Party");
g) its gross value (including VAT) exceeds EUR 25,000 per Shipment[1];
h) it contains precious metals and gem stones, antiques, unique art pieces or other articles of special value and "high risk", currency, bank cards, negotiable instruments, postage stamps, securities, shares, bills of exchange, and has a total value of over EUR 500 per Shipment;
i) all Shipments sent for delivery to the same Consignee on the same day containing goods pursuant to sub-paragraph (h) exceed a total value of EUR 500.

DHL eCommerce has no obligation to check if a Shipment is acceptable under the above provision. Upon reasonable suspicion of any Prohibited Shipment or for safety, security, customs or other regulatory reasons, DHL eCommerce shall be entitled to open and inspect a Shipment. Any inspection by DHL eCommerce shall not release the Sender from its obligations. If a Shipment is deemed to be unacceptable, DHL eCommerce may (i) refuse the Shipments without providing the reasons, (ii) return the Shipment at the cost of the Sender or keep the Shipment for collection by the Sender, or (iii) accept and convey the Shipment without notifying the Sender and subsequently request an appropriate additional charge for any necessary special handling.

[1] Not applicable to DHL Europlus

3 Sender's Obligations

The Sender has the following obligations:

a) to prepare and adequately pack the Shipment to ensure safe transportation with ordinary care in handling through an automated system;
b) to (i) label the Shipment adequately, (ii) provide accurate information on the product description, country of origin, customs valuation and applicable tariff classification of the goods (for customs purposes) and (iii) mark the Shipment with a complete address of the Consignee and the Sender. Any statement of value provided for customs or other information purposes shall not expressly be understood as a declaration of interest or value in the sense of international transport conventions (e.g. CMR, Montreal Convention), or similar provision providing for an extended liability;
c) to comply with its obligations in relation to personal data provided to DHL eCommerce including Consignee's data as may be required for transport, customs clearance and delivery, such as email address and phone numbers;
d) to comply with all applicable import, transit, export, customs, export control and sanctions laws and regulations of governmental authorities or international organizations ("Trade Laws") and not request DHL eCommerce to provide any services that would cause, directly or indirectly, a violation of any applicable Trade Laws;
e) to provide any information, and attach to the Shipment any document required to handle Sender's shipments in compliance with applicable Trade Laws. All information provided by Sender shall be true, complete and accurate. DHL eCommerce shall have no obligation to check the accuracy and completeness of the documents. If any document is missing, the Sender shall submit it forthwith upon request and at the latest within five working days. Failing timely receipt, DHL eCommerce may treat the Shipment as a Prohibited Shipment pursuant to Section 2. If Sender identifies errors or inaccuracies, Sender shall promptly notify DHL eCommerce of the error/inaccuracy;
f) to export classify the goods, not hand over any Controlled Goods to DHL eCommerce and immediately notify DHL eCommerce in writing when Sender has knowledge or reasons to believe that the Shipment contains Controlled Goods;
g) to ensure that delivery to the final destination, any known end-user and end-use comply with applicable Trade Laws and that neither Sender or any holding company, nor Consignee or any third party directly or indirectly contracted by the Sender is a Denied Party;
h) to keep the records and submit information and documents relating to its Shipments, as required by relevant government authorities;
i) by reason of ordering any Services and upon request of DHL eCommerce, to provide security for any debt owed to DHL eCommerce.

The Sender shall indemnify and hold DHL eCommerce harmless from and against all actions, liabilities, claims, judgements, awards, losses or damages arising out of Sender's failure to comply with applicable laws or regulations and for Sender's breach of its obligations contained in Sections 2 and 3. This indemnity shall include damages caused to persons, facilities, third parties or other shipments due to handover of Prohibited Shipments, as well as any sanctions, fines, actions and claims asserted by the authorities due to infringements of applicable customs, import and export laws by the Sender.

4 DHL eCommerce's Services and Obligations

4.1 In the absence of any other delivery arrangements with the Consignee:

a) DHL eCommerce shall transport the Shipments to their destination and deliver them to the Consignee or a person authorized by the Consignee at the address specified by the Sender. Shipments to addresses with a central receiving area will be delivered to that area. Small format Shipments without additional service may be delivered into the Consignee's letter box. Shipments cannot be delivered to PO boxes. For certain delivery destinations, Shipments may also be made available to the Consignee at a Servicepoint, Parcelstation, locker or a similar storage facility; or
b) If neither the Consignee nor an authorized person is present at the time of delivery, and subject to local legislation, DHL eCommerce may hand over the Shipment to a substitute Consignee and will inform the Consignee of such delivery. DHL eCommerce will not deliver to a substitute Consignee if the Sender selected a "*Consignee Only*" service, where this option is available. Substitute Consignees include relatives of the Consignee, other persons present on the Consignee's premises or in the immediate vicinity (neighbours).

4.2 Unless otherwise agreed in writing, Shipments that cannot be delivered as provided above will be kept for pick-up by the Consignee or another authorized person at a Servicepoint, Parcelstation, locker or a similar storage facility for a period of at least 7 calendar days from the day following the day of the first delivery attempt. DHL eCommerce will inform the Consignee of such non-delivery. This will also apply where DHL eCommerce cannot reasonably be expected to make the delivery due to extraordinary circumstances or excessive difficulties at the delivery address.

4.3 DHL eCommerce is not obliged to deliver against a proof of delivery. DHL eCommerce may use electronic devices to evidence collection and/or delivery of a Shipment, including observations. Such electronic documentation constitutes sufficient proof of delivery.

4.4 DHL eCommerce will follow any lawful instruction issued by any government authority with respect to the Shipment, including but not limited to detention, inspections or forfeiture.

4.5 If a Shipment is deemed to be unacceptable pursuant to Section 2, or it has been undervalued for customs purposes, or Consignee cannot be reasonably identified or located, or Consignee refuses delivery or refuses to pay customs duties or other Shipment charges, DHL eCommerce will use reasonable efforts to return the Shipment to the Sender at Sender's cost, failing which the Shipment may be released, disposed of or sold in accordance with applicable laws and without incurring any liability whatsoever to Sender or anyone else, with the proceeds applied against customs duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Sender. Unless prohibited by local legislation, the Sender authorizes DHL eCommerce to destroy any Shipment which any law or circumstances prevent DHL eCommerce from returning to Sender as well as any Shipment with dangerous goods or perishable goods.

4.6 DHL eCommerce will make every reasonable effort to deliver the Shipment according to its regular transit times but these are not guaranteed and do not form part of the contract.

4.7 DHL eCommerce may at its sole discretion select the route for transport and subcontract all or part of the service.

4.8 Further details of the DHL eCommerce Services available in each country, including the applicable delivery options, are available from DHL eCommerce's customer service.

5 Charges and Duties

Unless otherwise agreed:

5.1 The price for transport and other services ("Charges") shall be charged in accordance with DHL eCommerce's then applicable rate list. Unless otherwise specified, the Charges are net rates exclusive of taxes, customs duties, customs bonds and other regulatory fees paid by DHL eCommerce to import or export the Shipment ("Duties"). Unless otherwise agreed (e.g. for Europlus), the Sender shall pay the Charges prior to shipping and DHL eCommerce shall request the Consignee to pay or reimburse the Duties.

5.2 The Sender, or the Consignee when DHL eCommerce acts on the Consignee's behalf, shall pay or reimburse DHL eCommerce for all Charges and Duties owed for services provided by DHL or incurred by DHL eCommerce on the Sender's or Consignee's behalf. Payment of Duties may be requested prior to delivery. Payment by the Consignee shall release the Sender of its payment responsibilities.

5.3 It is the Sender's responsibility to adequately inform the Consignee of the expected Charges and Duties. If the Consignee refuses to pay the Charges and Duties owed, this shall be deemed a refusal to accept delivery and the Sender shall remain jointly and severally responsible for their payment.

5.4 DHL eCommerce may exercise a lien or right of retention on goods and documents in its possession towards any person who demands their deliver. DHL eCommerce may also exercise its right of lien against the Sender or the Consignee in connection with any amounts due to it for previously performed Services

5.5 All goods, documents and monies in possession of DHL eCommerce in connection with the Shipment will serve as pledge for all claims which it may have against the Sender.

6 DHL eCommerce's Liability

6.1 DHL eCommerce's liability in respect of any one Shipment shall be limited in accordance with the following mandatory provisions:

a) for cross border Shipments transported by road (which shall be deemed the default mode of transportation), DHL eCommerce's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately EUR 10 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.
b) for Shipments transported by air (including ancillary road transport or stops en route), DHL eCommerce's liability is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 26 Special Drawing Rights per kilogram (approximately EUR 32 per kilogram).

6.2 DHL eCommerce's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram 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 eCommerce's attention. Except where the Montreal Convention applies, this limitation does not apply to damage due to DHL eCommerce's wilful misconduct or such default as, in accordance with the applicable law, is considered as equivalent to wilful misconduct.

6.3 DHL eCommerce must be notified in writing at the time of delivery in the case of apparent Shipment damage and at the latest within 7 days of delivery, Sundays and public holidays excluded, in the case of non-apparent Shipment loss or damage, unless otherwise provided by applicable law. All claims for indemnity must be submitted in writing to DHL eCommerce within thirty (30) days from the date of delivery of the shipment in the event of damage, partial loss or delay and within sixty (60) days from the date that DHL eCommerce accepted the shipment in the event of total loss, failing which DHL eCommerce shall have no liability, unless contrary to compulsory law.

7 Shipment Insurance

7.1 If the Sender regards the above liability limits as insufficient it can make a special declaration of value and request insurance. DHL eCommerce may be able to arrange additional insurance covering the value in respect of loss or damage to the Shipment, provided that the Shipment is compliant with these Terms and Conditions and the Sender so instructs DHL eCommerce in writing and pays the applicable premium.

7.2 Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays. The following shall be excluded from the above insurance cover:

a) loss and damage to Prohibited Shipments pursuant to Section 2;
b) loss and damage to Shipments which was caused by inadequate or defective packaging;
c) loss and damage to Shipments caused by the Sender; and
d) loss and damage to Shipments claimed after expiry of the limitation period.

7.3 Further details of the Shipment insurance applicable to any Service is available upon request.

8 Customs Clearance

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

Where legally permitted, Sender appoints DHL eCommerce (or its authorized agents) to act as its direct customs representative and true and lawful agent to make the customs entry and/or lawfully import the Shipment. DHL eCommerce does not act as (1) exporter for export control purposes or (2) exporter of record for customs compliance purposes.

9 Circumstances Beyond DHL eCommerce's Control

DHL eCommerce is not liable for any loss or damage arising out of circumstances beyond DHL eCommerce's reasonable 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 eCommerce; any act or omission by a person not employed or contracted by DHL eCommerce - e.g. Sender, Consignee, a third party, customs or other government official; force majeure - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, epidemic, pandemic, civil commotion, or industrial action; shortage of labour, materials and services and inability or delay in obtaining supplies; third party cyber-attacks or other information security related threats and any other defences available under applicable law.

10 Miscellaneous

10.1 DHL eCommerce will collect, store and process personal data provided by the Sender or the Consignee as required for the provision of the Services, in accordance with applicable laws and the DHL Group Data Privacy Policy, which is available at https://group.dhl.com/en/data-protection.html. DHL eCommerce will notify courts and public authorities of customer data as may be legally required.

10.2 Information provided by Sender may be used by DHL eCommerce to comply with national and international legal obligations (including for denied party screening).

10.3 The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions. The parties shall replace the invalid provision with a new provision, which achieves to the greatest extent possible the economic, legal and commercial objective of the invalid or unenforceable provision.

10.4 Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of Brussels, and governed by the law of the country of origin of the Shipment and Sender irrevocably submits to such jurisdiction, unless contrary to applicable law.

11 Mediation (for DHL eCommerce Belgium only)

If the Sender or any party having an interest in the Shipment is not satisfied with DHL's response to a claim, Belgian law allows an application to the Office of the Ombudsman for the postal sector:
Koning Albert II-laan 8 bus 4, 1000 Brussel, tel. 02 221 02 20.