

# DHL EXPRESS TERMS AND CONDITIONS OF CARRIAGE ("Terms and Conditions")

## IMPORTANT NOTICE

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.

#### 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.

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\* Not available for mail services

## 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.

## 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.

## DHL EXPRESS MONEY-BACK GUARANTEE TERMS AND CONDITIONS

DHL will, upon the customer's request and subject to the restrictions described below, provide either a credit or refund of the transportation charges paid by customer for a DHL EXPRESS shipment, which is delivered later than DHL's quoted delivery commitment.

### **DHL's full money back guarantee ("the Guarantee") is subject to the following conditions: Service Restrictions/Guidelines**

- A. The Guarantee only applies to the DHL SAME DAY, DHL DOMESTIC SAME DAY, DHL EXPRESS 9:00, DHL IMPORT EXPRESS 9:00, DHL DOMESTIC EXPRESS 9:00, DHL EXPRESS 10:30, DHL IMPORT EXPRESS 10:30, DHL DOMESTIC EXPRESS 10:30, DHL EXPRESS 12:00, DHL IMPORT EXPRESS 12:00, DHL DOMESTIC EXPRESS 12:00, DHL EXPRESS WORLDWIDE and DHL IMPORT EXPRESS WORLDWIDE services (each a "Service") and to shipments which comply fully with the service restrictions which are described in the next column.
- B. For the DHL EXPRESS WORLDWIDE and DHL IMPORT EXPRESS WORLDWIDE services, the Guarantee applies only to shipments sent between countries within the European Union. The Guarantee does not apply to the Same Day services DHL JETLINE, DHL SPRINTLINE and DHL SECURELINE.
- C. The Guarantee applies to the transportation charges for a Service including the fuel surcharge. The Guarantee is exclusive of all other items, including, without limitation, fines, taxes or other charges or amounts, and transportation charges resulting from returned shipments.
- D. In the case of multiple piece shipments, the Guarantee will apply to every piece in the shipment. If a late delivery occurs for any piece within the shipment, the refund or credit will be given for the transportation charges applicable to the entire shipment.
- E. Customer must notify DHL of any claim for late delivery, in writing or by telephone, within 14 calendar days of the shipment date and provide DHL with the account number (if any), the waybill number, the date of shipment, and complete receiver information. Within 30 calendar days after customer so notifies DHL, DHL shall either:
- provide the customer with the credit or refund,
  - provide the customer with information explaining the reason that the shipment is not eligible for the guarantee under the applicable limitations or exclusions, or
  - provide the customer with evidence of timely delivery.
- F. Customer may not permit any other party to notify claims on its behalf nor assign claims to any other party. Payment by DHL of the transportation charges to the customer shall

constitute a full release of DHL's obligations for any delay under the Guarantee.

- G. The Guarantee will not apply where late delivery or failure to deliver is due to circumstances beyond DHL's control, as set out in the DHL Terms and Conditions of Carriage and including customs delays, inaccurate or incomplete shipment information, delivery instructions or information (such as P.O. Box for receiver address, missing or inaccurate receiver telephone number), or receiver's request for delay, shipment diversion or non-standard clearance services; or unavailability or refusal of the receiver to accept delivery or to pay duties and taxes against delivery if requested.
- H. All other provisions of the DHL Terms and Conditions of Carriage apply. The Guarantee is subject to modification or cancellation by DHL at any time.
- I. If a customer has an extremely time-sensitive shipment, the loss or delay of which may result in consequential damages, the customer must contact his own insurance agent or broker to insure against such risks, as DHL does not assume such liabilities. DHL does not provide and will not arrange such shipment insurance.
- J. The Guarantee does not apply to:
  - (i) shipments linked to clinical trials where temperature sensitive packaging is being used or
  - (ii) the extra charges applicable to any optional service sold with the shipment, e.g. packaging.

## Service Restrictions/Guidelines

- A. The Services are available only from specified locations to specified post code destinations (or towns where no post codes are available).
- B. The Services are not available for unacceptable shipments as defined in the DHL Terms and Conditions of Carriage or for shipments which do not meet any other restrictions on size, weight, commodity or value identified by DHL.
- C. Nor are the Services (except DHL EXPRESS WORLDWIDE and DHL IMPORT EXPRESS WORLDWIDE) available for:
  - (i) temporary exports or imports,
  - (ii) shipments with high value contents that require formal customs clearance or
  - (iii) shipments with over-weight (more than 70kg/ 150lbs) or over-sized (more than 120cm /48 inches) pieces.
- D. To establish whether a Service is available for a particular shipment, between a particular origin and destination, or in combination with a particular service option (such as Saturday Delivery), please consult DHL's website or contact DHL Customer Service and supply the following information:
  - the pick-up address,
  - the commodity being shipped,
  - (if applicable) its value for customs purposes,
  - the time and date the shipment is available to be picked-up,
  - the exact destination, including post code,
  - the shipment weight,
  - the shipment dimensions,
  - the number of pieces.

- E. The shipper must specify the requested Service on the waybill and must tender the shipment to DHL by the time agreed with DHL.

**For more information please call your local DHL Express Customer Service team.**

DHL Ekspres (Slovenija), d.o.o.  
Špruha 19  
1236 Trzin

T: 01 58 87 800  
F: 01 58 87 888

[si.info@dhl.com](mailto:si.info@dhl.com)  
[www.dhl.si](http://www.dhl.si)

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