



# **DHL Express**

## **Ground Tariff**

Tariff 1002-C  
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## **I. Scope of the Tariff**

This Tariff applies to all shipments tendered to DHL for ground transportation within the contiguous 48 United States.

DHL reserves the right to unilaterally amend, modify or supplement this Tariff without prior notice.

Any failure by DHL to apply or enforce a provision of this Tariff shall not constitute a waiver of that provision by DHL, and shall not deprive DHL of the right to subsequently apply or enforce that provision.

As used here, the following terms shall have the meanings set forth below:

- A “shipment” means all documents, parcels or packages tendered to DHL for transportation under one waybill. A shipment may be carried by any mode of transportation that DHL chooses, including air, road or any other carrier.
- A “package” shall mean a single container (pouch, tube, box or parcel) or non-containerized article. A shipment may contain multiple packages.
- DHL “Ground” shall mean all U.S. domestic ground transportation of packages within the contiguous 48 states.
- A “Ground Waybill” or “Waybill” shall include any bill of lading, any label produced by DHL automated systems, air waybill or consignment note and shall incorporate DHL’s Terms and Conditions of Service.
- To the extent that any conflict exists between this Tariff and DHL’s Ground Waybill, this Tariff shall prevail.
- This Ground Tariff shall be maintained at DHL’s principal place of business. A copy of this Tariff shall be provided to any shipper on request.

## **II. Rules and Regulations Governing Transport of Packages**

### **Destinations and Delivery Commitment**

DHL Ground is available for pick-up and delivery and offers day definite delivery Monday through Friday. The commitment time is 1-6 business days. This service is available to every US residential and business address in the 48 contiguous states. No delivery is available to Post Office Boxes.

### **Package Size**

Individual packages weighing up to 150 pounds or packages with dimensions up to 108 inches in length or 165 inches in length plus girth are acceptable for transport. Customers wishing to ship packages that exceed 150 pounds should contact the local DHL service center or call (800) 225-5345 for assistance. (Note: The length is the longest section. Girth is two times the width plus two times the height.)



## Addressing

- It is the shipper's responsibility to properly address every shipment tendered to DHL for transport. If a shipment cannot be delivered due to the shipper's failure to provide a correct or a complete address, the shipment will be treated as undeliverable, and DHL will attempt to contact the shipper for further instructions.
- Post Office Boxes and Postal Codes are not available for DHL deliveries and are not considered a complete address (see *Undeliverable Shipments*).

## Undeliverable Shipments

- Shipments cannot be delivered to Post Office Boxes or Postal Codes.
- If a receiver refuses delivery or to pay for delivery, or the shipment is deemed to be unacceptable, or the receiver cannot be reasonably identified or located, DHL shall use reasonable efforts to return the shipment to the shipper at the shipper's cost, failing which the shipment may be released, disposed of or sold by DHL without incurring any liability whatsoever to the shipper or anyone else, with the proceeds applied against freight charges, storage charges and related administrative costs incurred by DHL, and the balance of the proceeds of a sale to be returned to the shipper.

## Packaging

- The shipper is solely responsible for proper packaging of all shipments. DHL does not offer or provide packaging services nor will DHL be liable for any loss or damage resulting from the shipper's failure to properly pack a shipment so as to ensure safe transportation with ordinary care in handling.
- It is the shipper's responsibility to accurately describe the contents or nature of each shipment tendered to DHL for transport including the number of packages.

## Waybills

- A DHL Ground Waybill must be completed and signed by the shipper or an agent of the shipper for every shipment to be transported by DHL. The Ground Waybill, the Terms and Conditions of Service printed on the Ground Waybill, and the provisions of this Tariff represent the contract between DHL and the shipper.
- No term or condition contained on any DHL Ground Waybill or printed here may be modified unless the modification is in writing and signed by an authorized officer of DHL. No agent or employee of DHL or the shipper may modify these terms and conditions.
- DHL's Ground Waybill, Terms and Conditions of Service and the provisions of this Tariff shall apply even to shipments accepted under an air waybill or other bill of lading or the shipper's own shipping documents.

## Billing and Payment

- DHL's current published rates are available at <http://www.dhl-usa.com>.
- Unless shipping charges are paid upon pickup or by delivery to DHL, the shipper's account will be billed with an invoice due upon receipt.



- The shipper is responsible for payment in accordance with DHL's current published rates.
- The shipper and the consignee are jointly and separately liable for all unpaid charges relating to the shipment. The shipper shall be billed for all such charges if not paid by the consignee.

### **Express Centers and Service Centers**

Shipments can be sent after business hours. A shipment can be dropped off at a DHL Express Center or Service Center. These facilities have convenient late afternoon and evening drop-off times as well as the necessary shipping supplies.

### **Saturday, Sunday and Holiday Service**

DHL Ground delivery and pick up service is not available on Saturdays, Sundays or Holidays.

### **Business Days/Legal Holidays Observed**

- A business day within the United States means Monday through Friday, except for any state or national holiday.
- Official U.S. holidays observed by DHL: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- DHL will normally pick up and deliver on business days only during regular DHL service hours. Deliveries scheduled for holidays or for other than DHL office hours will be rescheduled for the next business day.

### **COD Packages**

DHL offers COD (Collect On Delivery) service. DHL will collect the charges for, or the price of, any goods delivered to a consignee. A service fee of \$7.50 min. or 1.5% of the COD amount, whichever is greater, will be assessed for collecting and remitting COD funds to the sender. The acceptable forms of payment are: cashier's check, money order, company check or personal check.

### **Delayed Shipments**

DHL will make every reasonable effort to deliver the shipment according to DHL's regular delivery schedules, but these delivery schedules are not guaranteed and do not form part of the contract. DHL is not liable for any damages or loss caused by delays (*see No Consequential Damages*).

### **Hold For Pickup Service**

Any shipment that is to be held at a DHL destination station for pickup will be held for five (5) business days from the date of arrival. If not picked up within this period, the shipment will be considered undeliverable (*see Undeliverable Packages*).

### **Lien on Goods Shipped**

DHL shall have a lien on any shipment for all freight charges, fees, surcharges, advances or other charges of any kind and may refuse to release the shipment until these charges and fees are paid.



## **DHL Volume Optimizer**

DHL Volume Optimizer service enables shippers who tender shipments containing multiple packages from a single origin to a single destination to be billed based on the total weight of the shipment. The total weight of the shipment must be a minimum of 200 pounds with a maximum of 1,000 pounds. No single package within the shipment should weigh more than 150 pounds. Estimated minimum average weight per package should be 15 pounds. Contact your account executive or call Customer Service at (800) 225-5345 for additional information on this service.

## **Pickup and Return on Demand (PROD)**

A \$10.00 charge assessed when a receiver requests that DHL contact the shipper to arrange for the transport of shipment. This service is not available for pick up from private residences or COD shipments.

## **EZ Ship Label**

Pre-printed bar-coded labels for use with inbound or return shipments. The minimum order is 1,000 labels. This service is only available for single piece shipping. Not available for use with COD. Contact your account executive or call Customer Service at (800) 225-5345 for additional information on this service.

## **III. Fees and Charges**

### **Address Correction Fee**

In the case of an incorrect or incomplete consignee address, DHL will research and redirect the shipment and deliver the shipment as soon as possible for an additional \$10.00 per shipment (see *Undeliverable Packages*).

### **Delivery Area Service Fee**

Any shipment destined to zip codes outside DHL's direct domestic delivery area will be subject to a destination area surcharge of \$2.00. To determine if this fee applies to your shipment, go to the [rate calculator](#). Enter your shipping information including origin and destination zip code for a rate inquiry.

### **Emergency Surcharges**

DHL reserves the right to assess temporary surcharges to recover costs associated with emergency situations. Emergency surcharges will be assessed on DHL's general customer base, listed separately and in addition to negotiated rates. Shippers will receive a fifteen (15) day written notice via our website of any pending emergency situations requiring a temporary surcharge.

### **Exception Handling Fee**

Shipments that require exceptional additional handling (due to their size, shape or packaging) will be assessed a fee of \$5.00 per package. The fee applies to any package not fully encased in an outside shipping container, any package that is encased in a wood or metal container, cans or pails that are not fully encased in cardboard packaging, or other cases determined at DHL's discretion.



## **Excess Dimensions Fee**

Packages that exceed DHL's standard limits in length may be refused at DHL's discretion.

### Primary Length

Packages tendered that have a primary length exceeding 60 inches will incur an additional fee of \$5.00 per package.

### Secondary Length

Packages tendered that have a secondary length exceeding 30 inches will incur an additional fee of \$5.00 per package.

## **Excess Limits Fee**

- Packages tendered which exceed 108 inches in length will be delivered at the option of DHL and will be assessed an Excess Limits Fee of \$50.00 per package.
- Packages tendered which exceed 165 inches in length plus girth will be delivered at the option of DHL and will be assessed an Excess Limits Fee of \$50.00 per package.
- A package weighing in excess of 150 pounds will be delivered at the option of DHL and will be assessed an Excess Limits Fee of \$50.00 per package.

## **Fuel Surcharge**

DHL reserves the right to assess a fuel surcharge on all shipments without prior notice. This surcharge is subject to adjustment monthly and is based on the National U.S. Average On-Highway Diesel Fuel Prices reported by the U.S. Department of Energy. For information regarding the fuel surcharge presently in effect, go to the [Fuel Surcharge](#) page.

## **Invalid Account Number**

A \$10.00 service charge per shipment will be assessed if the customer omits, or provides an incorrect 'bill to' account number.

## **Late Payment**

A fee of 5% per month of the invoice amount (subject to a \$5.00 minimum) will be assessed for any invoice not paid within 30 days of the invoice date.

## **Low Usage Fee**

A fee of \$50.00 will be assessed if the DHL Libra/EasyShip account ships fewer than 300 waybills or less than \$5000.00 in net freight charges in one month. A fee of \$75.00 will be assessed if the DHL Libra/EasyShip account ships fewer than 150 waybills or less than \$2500.00 in net freight charges in one month.

## **On Demand Pickup Fee**

A \$3.00 pickup fee will be applied to any on-demand courier pickup request. This fee will not apply if the shipment is dropped off at a DHL service center.



## **Oversize Package Fee**

The information below should be used to determine if Oversize 1, Oversize 2 or Oversize 3 rules apply to a package.

### Oversize 1

A package is considered "Oversize 1" when all of the following conditions apply:

The actual length plus girth of a package exceeds 84 inches. If the actual length plus girth is greater than 84 and less than or equal to 108 inches and the package weighs less than 30 pounds, the package will be billed at a shipper's 30-pound rate.

The length is the longest section. Girth is two times the width plus two times the height.

### Oversize 2

A package is considered "Oversize 2" when all of the following conditions apply:

The actual length plus girth of a package exceeds 108 inches. If the actual length plus girth is greater than 108 and less than or equal to 130 inches and the package weighs less than 70 pounds, the package will be billed at a shipper's 70-pound rate.

The length is the longest section. Girth is two times the width plus two times the height.

### Oversize 3

A package is considered "Oversize 3" when all of the following conditions apply:

The actual length plus girth of a package exceeds 130 inches. If the actual length plus girth exceeds 130 inches and less than or equal to 165 inches and the package weighs less than 90 pounds, the package will be billed at a shipper's 90-pound rate.

The length is the longest section. Girth is two times the width plus two times the height.

## **Rebill Fee**

A customer may request reassignment of transportation charges to a different billing account number and can be accommodated at the rate of \$10.00 per waybill. The rebill fee will be included with the transportation charges on the invoice to the revised payer. If the request is due to a DHL error the fee will not apply.

## **Residential Delivery Fee**

DHL will charge a fee of \$2.00 per package to residential delivery locations, including businesses in homes.

## **Shipment Value Protection (Ground)**

DHL will, upon the shipper's request (as indicated on the waybill), provide Value Protection coverage at a cost of \$0.70 per \$100.00 of coverage, with a minimum of \$1.20. Shipper requests for Shipment Value Protection over \$50,000.00 per shipment must be pre-approved by DHL. You may contact DHL Customer Service at (800) 225-5345. See the Claims and Liability section of this document for additional details on Shipment Value Protection.



### **Signature Required Fee**

DHL will charge a fee of \$2.00 when the sender requests that a signature be obtained at the time of a residential delivery.

### **Special Handling**

Handling fees for customized services not otherwise defined may be agreed upon on a case-by-case basis with the local DHL service center.

### **Spill Fee**

A fee will be assessed for package spills and leaks of contents on any DHL property where cleaning is necessary (\$20.00 for small spills, \$200.00 for large spills).

### **Weekly Service Fee**

Customers who have regularly scheduled service are charged a fee of \$7.00 per week.

## **IV. Claims and Liability**

### **Service Guarantee**

DHL will, upon shipper's request, provide either a refund or credit of transportation charges, at DHL's option, for a shipment that is delivered later than DHL's quoted delivery commitment time. The details of the DHL Service Guarantee can be found at <http://www.dhl-usa.com>. This guarantee is subject to limitations and exclusions as stated more fully therein, including the following:

- Shipper must obtain a quoted delivery commitment time by telephoning DHL Customer service and providing specified information.

The guarantee applies only to shipments where (i) each package weighs 150 pounds or less; and (ii) each package is less than or equal to 56 inches in length and (iii) less than or equal to 56 by 36 by 25 inches. The length is the longest section.

- The guarantee does not apply to shipments that are undeliverable for any reason, including improper or incomplete delivery instructions or information, or unavailability or refusal of the recipient to accept delivery.
- The guarantee does not apply to late delivery due to causes beyond DHL's control including, without limitation, delays caused by acts of God, public authorities acting with actual or apparent authority of law, the acts or omissions of postal or other government officials, riots, strikes, or other labor disputes, civil commotion, or disruption in transportation caused by weather or other conditions.
- The sole and complete remedy available under DHL's Service Guarantee is a refund or credit of transportation charges. DHL shall not be liable, in any event, for any consequential or special damages or other indirect loss regardless of the cause of such damages and regardless of whether DHL had knowledge that such damage might be incurred.



## Limits of Liability

Unless the shipper requests and pays for Shipment Value Protection, and makes a special declaration of value as described in Section 7 of the Ground Waybill at the time of shipment, DHL's liability for loss or damage to any shipment or any portion thereof is limited to the lesser of (i) \$100.00 or (ii) the actual cash value of the article(s) lost or damaged. In no event shall DHL be liable for special, incidental or consequential damages, such as but not limited to lost profits, income, interest or loss of future business, even if the risk of such damages was brought to DHL's attention before or after acceptance of the shipment. Should any article of extraordinary value as defined in *Unacceptable Items* be inadvertently accepted for shipment, DHL's liability for loss or damage thereto shall be limited to \$100.00.

## Shipment Value Protection

If the shipper regards the above limits as insufficient, DHL can arrange Shipment Value Protection for the shipper covering the actual cash value with respect to loss of or physical damage to the shipment, subject to *Exclusions* below, provided the shipper completes the Shipment Value Protection section on the front of the Ground Waybill or requests it via DHL's automated systems and pays the applicable excess value charge.

- Shipment Value Protection does not cover consequential damages or indirect loss or damage, or any loss or damage caused by delays.
- If the shipper does not request Shipment Value Protection and pay the appropriate charge, the shipper assumes all risks of loss or damage over the amount of DHL's liability as stated in the *Limits of Liability* section.
- Shipment Value Protection does not cover any loss or damage arising out of force majeure events, e.g., war, plane crash or embargo; acts of the public enemy; acts of government; acts of public authorities possessing actual or apparent authority; any defect, characteristic or vice inherent in the shipment; any act or default of the shipper, consignee or other party who claims an interest in the shipment.
- Shipment Value Protection does not cover loss of or damage to any articles that DHL classifies as unacceptable for transportation (*see Unacceptable Items*).
- Shipment Value Protection is available at a cost of seventy cents per \$100.00 of declared value.
- DHL is under no obligation to approve Shipment Value Protection over \$50,000.00. Contact your account executive or call Customer Service at (800) 225-5345 for information on how to obtain DHL approval for Shipment Value Protection over \$50,000.00. Failure to secure such approval will negate any declared value over \$50,000.00.

## Shipper's Warranties and Indemnity

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

- All information provided by the shipper or its representatives is complete and accurate;
- The shipper protected the shipment against unauthorized 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 laws and regulations have been complied with;
- The Waybill has been signed by the shipper's authorized representative and the Terms and Conditions of Service stated thereon constitute binding and enforceable obligations of the shipper; and
- The materials constituting the shipment are properly classified, described, packaged, marked and labeled and are in proper condition for transportation according to the applicable regulations of the DOT (Department of Transportation) and TSA (Transportation Security Administration).

Violation of any of these warranties will excuse DHL from any liability whatsoever for loss of or damage to a shipment incurred as a result of the violation. Furthermore, the shipper shall be liable to DHL for all claims, fines, penalties, damages, attorneys' fees, and costs incurred by or imposed upon DHL as a result of a violation of these warranties.

### **No Consequential Damages**

- DHL will not, under any circumstances, be liable for delay in pickup, transportation, or delivery of any shipment, regardless of the cause of the delay (*see Delayed Shipments*).
- DHL shall not be liable, in any event, for any consequential or special damages or other indirect loss regardless of the cause of such damages and whether or not DHL had knowledge that such damages might be incurred, including, but not limited to, loss of income, profits, interests, utility or loss of market (*see Limits of Liability*).
- If a shipper has an extremely time-sensitive or valuable shipment, the loss or delay of which may result in consequential damages, the shipper 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 for such insurance.

### **Unacceptable Items**

Shipper warrants that its shipment is acceptable for transportation and that it does not contain:

- Any article classified as hazardous material, dangerous goods, prohibited or restricted articles by the DOT (Department of Transportation), TSA (Transportation Security Administration), IATA (International Air Transport Association), or any applicable government agency or other relevant organization;
- Animals; articles of extraordinary value such as but not limited to bullion, currency, bearer form negotiable instruments, fine jewelry, precious metals and stones; firearms, parts thereof and ammunition; human remains; pornography and illegal narcotics/drugs;
- Alcoholic beverages, such as but not limited to liquor, wine or beer;
- Cigarettes, cigars and tobacco products;
- Perishable or temperature-sensitive articles or articles requiring protection from heat or cold; or



- Biological products and diagnostic specimens, such as but not limited to blood, urine, tissue and tissue fluids.

DHL will not accept any shipment that contains the articles listed above, or that contains any articles that DHL decides cannot be transported safely or legally.

### **Claims**

Claims are limited to one claim per shipment, the settlement of which will be full and final settlement for all loss or damage in connection therewith.

Claims must be submitted in writing to DHL within nine (9) months after the delivery of the shipment, except that claims for failure to make delivery must be submitted in writing within nine (9) months after a reasonable time for delivery has elapsed. Written notice of concealed loss or damage must be given to DHL within fifteen (15) days after the delivery of the package. Claims and notices should be submitted to DHL at DHL Claims Department, 1144 West Washington Street, Tempe, Arizona 85281.

Suit for loss of or damage to a shipment must be instituted against DHL no later than two (2) years and one (1) day from the date when DHL gives written denial of any part of the claim.

All of the original shipping cartons, packing and contents must be made available for DHL's inspection and retained until the claim is concluded.

DHL is not obligated to act on any claim until all transportation charges have been paid.

DHL shall not be liable for damage to exterior packaging and outside shipping containers.

### **Right of Inspection**

DHL has the right to open and inspect a shipment without prior notice to shipper.

### **Exclusions**

DHL is not liable for any loss or damage arising out of (i) acts of God, e.g., earthquake, cyclone, storm, flood, fog; (ii) force majeure events, e.g., war, plane crash or embargo; (iii) acts of the public enemy; (iv) acts of government; (v) acts of public authorities possessing actual or apparent authority; (vi) any defect, characteristic or vice inherent in the shipment; (vii) any act or default of the shipper, consignee or other party who claims an interest in the shipment; or (viii) any other cause beyond DHL's control.