



**DHL EXPRESS  
TERMS AND CONDITIONS OF SERVICE  
("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 authorized 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 bill of lading, label produced by DHL's automated systems, air waybill, or consignment note and shall incorporate these Terms and Conditions. Every Shipment shall be transported on a limited liability basis as provided herein. If Shipper requires greater protection, then Shipment Value Protection may be arranged at an additional cost. (Please see below for further information). "DHL" means any member of the DHL Express Network.

All Shipments are governed by DHL's Ground Tariff in effect as of the date of execution of this Ground Waybill, available at <http://www.dhl-usa.com>.

**1. Unacceptable Shipments**

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 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, precious metals and stones; firearms, parts thereof and ammunition; human remains; pornography or illegal narcotics/drugs.

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, as stated in Unacceptable Items of DHL's Ground Tariff.

**2. Deliveries and Undeliverables**

Shipments cannot be delivered to PO boxes or postal codes. If Receiver refuses delivery or to pay for delivery, or the Shipment is deemed to be unacceptable, or Receiver cannot be reasonably identified or located, 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 freight charges, storage charges and related administrative costs incurred by DHL, and the balance of the proceeds of a sale to be returned to Shipper.

**3. Inspection**

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

**4. Shipment Charges & Billing**

DHL's freight charges are calculated according to the higher of the customer designated weight, actual or volumetric weight, or a default weight where appropriate. Any Shipment may be re-weighed and re-measured by DHL to confirm this calculation. If the Shipper does not record a weight on the waybill at the time of shipment tender and the shipment is not re-weighed or re-

measured, then a default weight will be applied to the shipment. Shipper shall pay or reimburse DHL for all freight charges, storage charges, 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 1.

Claims for overcharges, credits and invoice charges must be made in writing to DHL within one (1) year after the date of acceptance of the shipment by DHL. The amount of the overcharge and/or credit claim may not be deducted from transportation charges.

#### **5. DHL's Liability**

Unless Shipper requests and pays for Shipment Value Protection, and makes a special declaration of value as described in Section 7 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 Section 1 be inadvertently accepted for shipment, DHL's liability for loss or damage thereto shall be limited to \$100.00.

#### **6. Claims**

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. 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 Shipment. Claims and notices shall 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.

#### **7. Shipment Value Protection**

If the Shipment has an actual value greater than the liability limits listed in Section 5, DHL can arrange Shipment Value Protection for Shipper covering the actual cash value with respect to loss of or physical damage to the Shipment, subject to Section 9 herein, provided 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 Shipper does not request Shipment Value Protection and pay the appropriate charge, Shipper assumes all risks of loss or damage over the amount of DHL's liability as stated in Section 5.

#### **8. 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.

## **9. Exclusion**

DHL is not liable for any loss or damage arising out of acts of God, e.g., earthquake, cyclone, storm, flood, fog; 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; or any other cause beyond DHL's control.

## **10. 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;
- 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 Shipper's authorized representative and the Terms and Conditions constitute binding and enforceable obligations of 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 and TSA.

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, Shipper shall be liable to DHL for all claims, fines, penalties, damages, and costs incurred by or imposed upon DHL as a result of a violation of these warranties.

## **11. Severability**

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