

DHL ECOMMERCE UK

INTERNATIONAL PARCEL CONDITIONS

(September 2023)



1. Introduction

- 1.1. DHL eCommerce UK services are subject to different specific terms and conditions which reflect the particular nature of those services ("Specific Conditions"). These International Parcel Conditions are Specific Conditions that apply to DHL eCommerce UK international parcel services only and are designed to be read in conjunction with the DHL Parcel Europe General Terms and Conditions of Carriage (the "General Conditions") and where applicable, any additional terms set out in a rate agreement or bespoke agreement (the "Customer Contract").
- 1.2. These Specific Conditions, the Customer Contract and the General Conditions form the entire agreement between you, as the "Shipper" and DHL eCommerce UK. No other terms and conditions of the Shipper shall apply to the Services.
- 1.3. For the avoidance of doubt, the Shipper agrees that any instructions it may give with respect to the collection or delivery of Shipments from time to time in the course of using DHL eCommerce UK services shall not constitute legally binding contractual terms and each party acknowledges that it has not relied on any representation, whether oral or in writing save as expressly incorporated herein, or in the General Conditions, or Customer Contract.
- 1.4. In the event of any conflict between the terms set out herein, the Customer Contract, and the General Conditions, the order of precedence with respect to the interpretation shall be the Customer Contract, whose terms shall prevail over any provisions herein or in the General Conditions, followed by the relevant Specific Conditions, and for any remaining matters not addressed by the foregoing documents, the General Conditions.

2. Additional Definitions

Defined Terms used in these Specific Conditions that are defined in the Customer Contract or General Conditions will have the same meaning as set out in those documents. In addition, the following words shall have the meanings ascribed to them unless the context requires otherwise.

Defined Term	Meaning
Broker	means an individual person or business who assists in the clearance of imported or exported goods through customs;
Conventions	means the Warsaw Convention as amended at the Hague, 1955 and by Protocol No. 4 of Montreal, 1975, the Convention for the Unification of Certain Rules for International Carriage by Air (Montreal, 28 May 1999), and the Convention on the Contract for the International Carriage of Goods by Road (CMR) (1978 - the CMR Convention of Geneva, 19 May 1956 as amended by the CMR Protocol of Geneva, 5 July, 1978) as applicable;
Dangerous Goods	means any items that are classified as hazardous material, dangerous goods, prohibited or restricted articles by the International Civil Aviation Organisation ("ICAO"), the International Air Transport Association ("IATA"), the European Agreement concerning the International Carriage of Dangerous Goods by Road ("ADR"), or other relevant organisation, or that are otherwise considered by DHL eCommerce UK in its sole discretion to be hazardous, dangerous, prohibited or restricted items in accordance with its standard operating procedures and policies then in effect;
DHL eCommerce UK	means DHL Parcel UK Limited trading as "DHL eCommerce UK", a company incorporated under the laws of the England and Wales with registration number 00965783 and whose registered office address is at 120 Buckingham Avenue, Slough, Berkshire SL1 4LZ;
DAP (also DDU)	means "Delivered at Place" (formerly "Delivered Duty Unpaid") as defined by Incoterms 2010 whereby the recipient is responsible, once the Shipment has arrived at customs in the destination country, for customs clearance, including the appointment of a broker (if applicable, and payment of duties and taxes at the recipient's own cost;
DDP	means Delivered Duty Paid as defined by Incoterms 2010 whereby the Shipper shall, or is responsible for ensuring that it's broker or agent is provided with the necessary information and funds to, clear the Shipment for export/import and pay all applicable taxes and duties;
Shipper	means the Customer;
Shipment	means the parcel(s) and all associated documents that travel under the same waybill;

Unacceptable Items	means any items that are unacceptable for transport including without limitation: a) counterfeit goods; b) animals; c) bullion; d) currency; e) bearer instruments; f) gem stones; g) weapons, explosives, and ammunition; h) human remains; i) illegal items (including without limitation ivory and narcotics); and j) any items DHL eCommerce UK deems in its sole discretion (in accordance with its standard operating procedures and policies then in effect) to be unsuitable, undesirable, subject to control or licensing by national authorities (including without limitation excise goods), illegal or unsafe to carry;
Waybill	means the document issued by DHL eCommerce UK incorporating these Specific Conditions (and the Customer Contract and General Conditions as applicable) that contains information relating to the Shipment as provided by the Shipper for the purposes of identifying the Shipper, the Recipient, the origin, route, and destination of the Shipment.

3. Scope of DHL eCommerce UK International Services

- 3.1. These Specific Conditions shall apply to each and all Shipments that are to be delivered to destinations outside of the United Kingdom. For the avoidance of doubt, the Isle of Man and the Channel Islands are not included within the scope of DHL eCommerce UK's International Services.

4. Parameters of International Service

Applicable Incoterm (selected by Shipper)	Mode of Transport (selected by Shipper where available)	Manner of Transport (selected by DHL eCommerce UK)	Liability Summary (lost/damaged Shipments)
DAP or DDP	Air	International Service Partners	Applicable International Convention
DAP or DDP	Road	DHL Connect	£100 per Shipment
		International Service Partners	£100 per Shipment

Tab 1 – Summary of Services, Mode of Transport, and Liability

- 4.1. When raising an Order for a Shipment to be transported and delivered internationally, the Shipper will provide all information requested by DHL eCommerce including without limitation details of the Shipment, dimensions, weights, dimensions, contents, value, and destination address. DHL eCommerce will then at its sole discretion select the most appropriate Service Product, and Manner of Transport for the Shipment, including the route and manner in which the Shipment is transported (including without limitation the collection, processing and delivery thereof). The Shipper must ensure that the information it provides is completely true and accurate. Tab 1 above summarises the parameters of DHL eCommerce UK's Service.
- 4.2. DHL eCommerce UK may use subcontractors and agents (each an "International Service Partner") to perform the Services each of whom shall have the benefit of these Specific Conditions.
- 4.3. The Shipper warrants that it is able to act on the behalf of itself, the recipient and any other person who has an interest in the Shipment in agreeing to these Specific Conditions and to undertake to inform the recipient and any other interested persons that the Shipment is subject to these Specific Conditions.
- 4.4. Subject to the Customer Contract, the Shipper acknowledges and accepts DHL eCommerce UK's Services may be carried out on either a DAP or DDP basis and the responsibilities of the Shipper and/or the Consignee are set out below.

Selected Incoterm	Responsibility	
DAP	Consignee	understands and accepts that it is the Consignee's obligation to clear the Shipment through customs at its own cost, including the appointment of a Broker where applicable and to pay any duties and taxes levied by customs authorities and any associated costs including without limitation administrative charges and storage charges levied by third parties.
	Shipper	to ensure the Consignee is informed of, understands and accepts its responsibilities to clear the Shipment

DDP	Shipper	responsible for all duties, customs, taxes and associated costs. Where DHL eCommerce UK are required to pay such duties, customs, taxes and associated costs on the Shipper's behalf, DHL eCommerce UK may recover such payments from the Shipper and charge a reasonable administration fee.
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- 4.5. Subject to Specific Condition, where a Broker is required by applicable law or regulations in the country of destination to clear a Shipment through customs and the recipient has failed to appoint a Broker, or the Services are otherwise performed on a DDP basis, the Shipper hereby authorises DHL eCommerce UK and its agents to act on the behalf of the Shipper or the recipient for the purposes of facilitating performance of the services including without limitation:
 - 4.5.1. completing documents (including without limitation any required declarations);
 - 4.5.2. amending product or service codes;
 - 4.5.3. pay duties or taxes or penalties required under applicable laws and regulations;
 - 4.5.4. act as the Shippers forwarding agent for customs and export control purposes;
 - 4.5.5. act as the recipient for the purpose of designating a customs Broker to perform customs clearance and entry; and
 - 4.5.6. redirect the Shipment to the recipient's Broker or other address upon request by any person DHL eCommerce UK (or its agent) reasonably believes to be authorised to receive the Shipment.
- For the avoidance of doubt, the mere fact that DHL eCommerce UK may be authorised in accordance with this Specific Condition 4.5 does not in any way oblige DHL eCommerce UK to act on behalf of the Shipper and/or recipient where the recipient has failed to appoint a broker. Should DHL eCommerce UK choose, of its own accord, to take action under this Specific Condition 4.5, the Shipper shall reimburse DHL eCommerce UK with respect to any costs incurred by DHL eCommerce UK.
- 4.6. Where Services are performed on DDP basis, the Shipper acknowledges that it is solely responsible for all taxes, duties and associated costs with respect to the Shipment. The Shipper acknowledges and accepts that where it requires DHL eCommerce UK to pay such taxes, duties and associated costs on its behalf, DHL eCommerce UK is acting on behalf of the Shipper in the capacity of the Shipper's agent and therefore, the Shipper shall ensure that DHL eCommerce UK is either:
 - a) in sufficient cleared funds in advance; or b) shall reimburse DHL eCommerce UK for any such expenditure on the Shipper's behalf irrespective of the performance of the International Service in relation to the Shipment.

5. Unacceptable Shipments

- 5.1. The Shipper shall ensure that any Shipment is not an unacceptable Shipment.
- 5.2. A Shipment is deemed unacceptable if:
 - 5.2.1. no customs declaration is made when required by applicable customs law and regulations;
 - 5.2.2. it contains Unacceptable Items;
 - 5.2.3. it contains Dangerous Goods;
 - 5.2.4. its address is incorrect or not properly marked;
 - 5.2.5. its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling;
 - 5.2.6. it contains any item which DHL eCommerce UK, in its sole discretion (in accordance with its standard operating procedures and policies then in effect), deems to be unsafe, subject to control or licensing by national authorities (including without limitation excise goods and/or dual use goods), unsuitable, or illegal to carry. The Shipper must inform DHL eCommerce UK immediately in the event that any Shipment contains or may contain goods subject to control as defined under this clause 5.2.6; or
 - 5.2.7. the Shipper, recipient (or consignee), or any other party with an interest (whether direct or indirect) is listed on any applicable sanctions list as a denied or restricted party; or
 - 5.2.8. its destination address is in a sanctioned country or territory (a list of sanctioned countries may be found on DHL eCommerce UK's website).

6. Deliveries and Undeliverables

- 6.1. The Shipper acknowledges and accepts that Shipments:
 - 6.1.1. cannot be delivered to PO boxes or their equivalent;
 - 6.1.2. are only delivered to the recipient's address provided that the Shipment has cleared customs (at the recipient's cost);
 - 6.1.3. are not necessarily delivered to the recipient personally and that there is no obligation on DHL eCommerce UK or its agents to do so; and
 - 6.1.4. that have a delivery address that has a central receiving area shall be delivered to that area.
- 6.2. Prior to delivery or following a missed delivery, DHL eCommerce UK or its agent may (but is not obliged to) offer to the recipient an alternative delivery option including without limitation, delivery on another day, no signature required, redirection or collection at a service point of the DHL eCommerce UK agent. If the Shipper wishes to exclude some of the foregoing delivery options, it must request this in writing to DHL eCommerce UK.

- 6.3. In the event that a Shipment is: a) at any time deemed to be unacceptable by DHL eCommerce UK (or its agent) in its sole discretion; b) has been undervalued by the Shipper for customs purposes; c) the recipient cannot be reasonably identified or located; or d) the recipient refuses delivery or pay the customs duties or other Shipment charges, DHL eCommerce UK shall, but is not obliged to, use reasonable endeavours to return the Shipment to the Shipper at the Shipper's cost, failing which the Shipment may be released, disposed of, or sold without incurring any liability whatsoever to the Shipper or anyone else, with the proceeds applied against applicable customs duties, Shipment charges and related administrative costs, with the balance of proceeds of a sale to be remitted to the Shipper.
- 6.4. DHL eCommerce UK shall be entitled to destroy any Shipment in the event that any law or regulation prevents such Shipment from being returned to the Shipper, or where the Shipment contains Dangerous Goods and DHL eCommerce UK shall not be liable to the Shipper or any other person with respect to such destruction.
- 7. Liability for Loss, Damage, and Delay to Shipments**
- 7.1. For the avoidance of doubt, this Specific Condition 7 supersedes General Condition 6 and 7 of the General Conditions.
- 7.2. DHL eCommerce UK's liability for loss and damage to Shipments where the mode of transportation is by air, the applicable Convention shall be the Warsaw Convention unless the Shipper elects to extend DHL eCommerce UK's liability pursuant to Specific Condition 7.4.
- 7.3. DHL eCommerce UK's liability for loss and damage to Shipments that are sent by road (through either DHL Connect or International Service Partners) shall be limited to £100 per Shipment with respect of loss or damage to such Shipment unless the Shipper elects to extend DHL eCommerce UK's liability pursuant to Specific Condition 7.4.
- 7.4. The Shipper may request to extend DHL eCommerce UK's liability for loss and damage to Shipments where it considers that the limits of liability set out is not adequate to cover the Value of its content. The Shipper accepts that any such request shall entitle DHL eCommerce UK to charge additional sums with respect to any such extension of its liability. For the avoidance of doubt Unacceptable Shipments are not eligible for extended liability on the basis that such Shipments should not be sent in the first instance and liability has been expressly disclaimed.
- 7.5. Except where the applicable Convention states otherwise, the Shipper acknowledges that DHL eCommerce UK's Services are non-time definite and therefore time is not of the essence. The Shipper accordingly accepts that DHL eCommerce UK's maximum liability in respect of delayed delivery shall be a limited to a sum up to but not exceeding a full refund of DHL eCommerce UK's charges and such sum shall be the Shipper's sole remedy with respect to delay to the Shipment. For the avoidance of doubt, any sum paid by DHL eCommerce UK on behalf of the Shipper (or the recipient) with respect to applicable taxes, duties, or associated costs shall not be applicable as these sums were expended by DHL eCommerce UK acting as agent to the Shipper (or recipient).
- 7.6. Neither Party shall be liable to the other for any loss of profits, economic loss, loss of bargain or like loss, whether arising directly or indirectly from any statutory breach, tortious act or omission, or breach of these Conditions, the Customer Contract, or the General Conditions. Neither Party shall be liable to the other for any indirect, special, or consequential losses, even if the parties had been advised of the possibility of such losses arising at the time the parties entered into the contract.
- 7.7. Nothing in these Conditions shall limit the liability of either party to the other with respect to death or personal injury, fraud, fraudulent misrepresentation, and where such limitation is not permitted by the applicable Convention, statute or law.
- 8. Miscellaneous**
- 8.1. DHL eCommerce UK is not and does not trade as a common carrier and to the extent that DHL eCommerce UK may be considered a bailee under law, the terms of any such bailment shall the terms of these Specific Conditions and the General Conditions (as may be amended by DHL eCommerce UK from time to time), and the Customer Contract. Any Shipment accepted for transit is accepted on these terms, or any terms and conditions relating to a waybill, to the exclusion of all other terms and conditions whether put forward by the Shipper or implied by law (insofar as exclusion of the same is lawful). Delivery of a Shipment to DHL eCommerce UK by the Shipper shall be conclusive evidence of the Shipper's acceptance of these terms.
- 8.2. These Specific Conditions are personal to the Sender and unless otherwise stated in the Customer Contract, it may not assign, novate, license or sub-contract any of its rights or obligations under them without DHL eCommerce UK's written consent.
- 8.3. DHL eCommerce UK will collect, store and process personal data provided by the Shipper or the Consignee as required for the provision of the Services, in accordance with applicable laws and the Deutsche Post DHL Data Privacy Policy, which is available at www.dpdhl.com/content/dam/dpdhl/homepage/dpdhl-data-privacy-policy-summary.pdf, DHL eCommerce UK will notify courts and public authorities of customer data as may be legally required.
- 8.4. These Specific Conditions may be amended by DHL eCommerce UK at any time, in which event DHL eCommerce shall use reasonable endeavours to give prior notice to the Shipper of any revised Specific Conditions. For the avoidance of doubt, DHL eCommerce may give such notice in written or electronic form including without limitation, direct communications with the Shipper or general publications on DHL eCommerce's website.
- 8.5. These Specific Conditions will apply in place of all warranties, conditions, terms, representations, statements, undertakings and obligations whether expressed or implied by statute, common law, custom, usage or otherwise, all of which are excluded to the fullest extent permitted by law.
- 8.6. It is not intended that these Specific Conditions or any contract created on the basis thereof will be enforceable by any third party, unless expressly provided for in these Specific Conditions.
- 8.7. The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions. The parties shall replace the ineffective provision so that any new provision is effective and corresponds as far as possible to the meaning and purpose of the provision being replaced and the other terms of this agreement.
- 8.8. Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales 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.