

Terms & Conditions

1. The above given rates are calculated according to the payable weight of the shipment(s), which is, in turn, calculated according to the conversion ratio of 1 cubic meter=333 kilos for stackable merchandise and according to the conversion ratio of 1 LDM (Loading Meter) = 1650 KGS for non-stackable merchandise.
2. The above given rates are based on the rates of the basic Transport cost parameters/factors (i.e. rates of liquid fuel, tolls, ferry boats etc) that are prevailing at the time of the offer. Any remarkable change / increase of the rates of these factors will result to a respective change in our given rates.
3. "DHL Global Forwarding Hellas S.A." is acting as a road transport Forwarder of merchandise, does not have its own fleet of vehicles and assigns all the transport services of goods assigned to it by the Customer to third parties / its subcontractors. The road transportation of the goods undertaken by "DHL Global Forwarding Hellas S.A.", and if there is not a different written agreement with the Customer, is governed for internal transports of goods by the terms and provisions of the Commercial Law and the Civil Law and for the international transports by the terms and provisions of Geneva Convention (CMR convention), regarding the International Road Transportation of goods (especially in the matters of indemnifications, in case of loss or damage during transportation or in case of delay in the delivery of the goods), the "General Terms for the Transportation of Goods" of the Transportation Business and Logistics Business Association of Greece (SYNDDE&L), the terms of the International Convention for the Transportation of Dangerous Goods (ADR), as well as the special terms of "DHL Global Forwarding Hellas S.A." for the groupage transportation of goods (Euroconnect service), as they are notified / defined by "DHL Global Forwarding Hellas S.A." each time. If a special written agreement - hereinafter "Agreement" - has been concluded between "DHL Global Forwarding Hellas S.A." and the Customer, these Terms and Conditions are an integral part of the "Agreement", while in the event of a conflict, the corresponding terms of the "Agreement" prevail of the corresponding terms of the Terms and Conditions.
4. Any indemnification that will be paid to the Customer by "DHL Global Forwarding Hellas S.A." does not include the Value Added Tax of the merchandise or other taxes.
5. The value of the merchandise that has been declared in any way and on any transportation document, according to articles 24 and 26 of the CMR Convention, will not include the Value

Added Tax of the goods, even if this is declared for any reason whatsoever by the Customer as the value of the goods.

6. The provisions of the "Geneva Convention" ("CMR" Convention) are applicable, as long as there is not a different written agreement with the Customer, throughout the whole international transportation that "DHL Global Forwarding Hellas S.A." has undertaken, even in the case where the goods will be intermediately unloaded at any intermediate terminal station of the latter and forwarded from there by another vehicle to final consignee's premises.

7. The shipper of the goods and/or the assignor of this transport order are exclusively responsible for the provision and the correctness of all related information (e.g. accuracy of the details declared for the filling of the CMR consignment note etc.), as well as for the delivery of all the necessary documents that will accompany the goods during transportation (commercial invoices, packing lists etc).

8. Any change/alteration in the quantitative or other basic details of this transport order (i.e. change in dimensions, real weight, packaging etc) during loading, will result to a respective increase in the above given rates and in the final charges of "DHL Global Forwarding Hellas S.A."

9. The forwarding services offered by "DHL Global Forwarding Hellas S.A.", for the transportation of goods, are carried out in accordance with the details provided by the shipper / assignor to "DHL Global Forwarding Hellas S.A." and "DHL Global Forwarding Hellas S.A." bears no responsibility whatsoever in case they are incomplete and/or not true.

10. The assignment of the transport of a specific quantity and or volume of goods to "DHL Global Forwarding Hellas S.A." and / or the chartering of a specific International Transport Car space are binding for the Customer as the basis for the minimum charge by "DHL Global Forwarding Hellas S.A."

11. As long as the assignor of "DHL Global Forwarding Hellas S.A." does not specify otherwise in writing, the goods are stacked in the means of Transportation and are transported according to the International / National regulations for the Safe Transportation of Goods and the instructions of the shipper of the goods or the assignor of this transport order. If the way of stacking of goods, that the shipper of the goods indicated, is different than the one initially instructed by the Customer and/or is not appropriate and according to the regulations for the Safe Transportation of Goods, "DHL Global Forwarding Hellas S.A." is entitled to refuse the

transportation or, if it will conduct it, to conduct it under the responsibility, as far as the stacking of goods is concerned, of the shipper and/or the “DHL Global Forwarding Hellas S.A.” assignor. In any such case “DHL Global Forwarding Hellas S.A.” will be entitled to amend (increase) the given rates of this offer.

12. “DHL Global Forwarding Hellas S.A.” will have no responsibility / obligation if its Customers’ suppliers deliver their goods to the correspondents of the former abroad, without the former having been notified beforehand.

13. In case of Part Loads (PTLs) and Full Loads (FTLs), the max waiting time at the places of loading and/or unloading is 2hrs per place.

14. In case of Groupage shipments (EuroConnect service), the max waiting time at the places of loading and/or unloading is thirty (30) minutes per place.

15. The Customer / assignor is charged with demurrages for waiting periods during loading and / or unloading of the goods, for the waiting of the car trucks at the loading / unloading points beyond the above-mentioned time limits, which will be calculated as follows:

- o Part Load shipments (PTLs) and Full Load shipments (FTLs): €75 per extra waiting hour (i.e. beyond the first two (2) hours); max charge per day will be €350.

- o Groupage shipments (EuroConnect Services): €35 per extra waiting hour (i.e. beyond the first half hour); max charge per day will be €200.

16. In order for Transport orders to be binding to “DHL Global Forwarding Hellas S.A.”, they have to be sent to it (“DHL Global Forwarding Hellas S.A.”) within the time limits that have been notified to the Customer / assignor by the Customer Service and/or the Sales department(s) of “DHL Global Forwarding Hellas S.A.”.

17. Transport orders can be cancelled, without any penalty imposition to the customer, if this cancellation will be notified to “DHL Global Forwarding Hellas S.A.” in writing at least 48 hrs before the programmed loading date. In case this cancellation will take place in less than 48hrs before the programmed loading date, “DHL Global Forwarding Hellas S.A.” will be entitled to charge the assignor / Customer with a cancelation fee equal to the 70% of the “DHL Global Forwarding Hellas S.A.” given offer.

18. In case of strike(s) of one or more of the parties which are involved, in any way, in the transportation chain / procedure and / or of other events that constitute force majeure, “DHL Global Forwarding Hellas S.A.” has no liability against the Customer(s) or any other third party for any delay(s) or failure(s) in the delivery of the goods at the agreed destination point.

19. The route to be followed each time will be chosen by “DHL Global Forwarding Hellas S.A.” only and not by the Customer / assignor.

20. If, at the time of the written assignment to “DHL Global Forwarding Hellas S.A.”, the Customer / assignor will not mention a specific time for the delivery of the goods at the destination place –which should be especially accepted by “DHL Global Forwarding Hellas S.A.” in writing in order to be binding- the duration of the assigned transportation will be the usual, for the destination, the kind or transportation and the special circumstances of the transportation, time. Any other time reference by “DHL Global Forwarding Hellas S.A.” employees is an indicative delivery time, which is not binding for “DHL Global Forwarding Hellas S.A.” in any case and its excess will not create an obligation for the indemnification of the Customer / assignor.

21. The collection / delivery by “DHL Global Forwarding Hellas S.A.” of the goods at the agreed, each time, place (either in Greece or abroad) will take place as follows:

- o For Groupage shipments (EuroConnect services), “on the pavement” of the premises of each sender / consignee.

- o For Full Truck Loads and Part Loads, “Free On Truck” at the premises of each sender / consignee.

22. “DHL Global Forwarding Hellas S.A.” is not undertaking the transportation of the following goods: certain classes of dangerous goods (see respective clause below), weapons and ammunition, wastes, living botanicals, animals, derivatives of endangered species (e.g.: skin, fur, teeth, shell, feathers or blood and parts of some plants, e.g. seeds), bulk material, money and / or valuables, cheques, ready to use credit-cards, coins, fiscal stamps, valid telephone cards, any means of payment, securities (guarantees), precious metals, precious stones, jewelry, art, antiques or tobacco products.

23. “DHL Global Forwarding S.A.”, through its each time given financial offer, does not guarantee and is not bound against its customer(s) for the availability of space in the Road transport means of its partners on the desirable departure day of the goods.

24. COD is only available for the “DHL FREIGHT EUROCONNECT” service and in limited countries. COD is not available for the DHL FREIGHT EURAPID and DHL FREIGHT EUROLINE services. Delivery of goods is exclusively carried out by “DHL Global Forwarding Hellas S.A.” upon delivery of the receipt. The Customer assumes responsibility for the respective instructions to the consignee and for the respective written instructions to “DHL Global

Forwarding Hellas S.A.”. Furthermore the Customer is responsible for all costs resulting from, but not limited to, seizure, refusal of acceptance, insolvency, or refusal to pay on the part of the consignee.

25. “DHL Global Forwarding Hellas S.A.” is not undertaking shipments from private households to private households (C2C). Special equipment and time-window deliveries are not included in the basic freight rates of “DHL Global Forwarding Hellas S.A.”.

26. “DHL Global Forwarding Hellas S.A.”, with the exceptions of provisions 27 and 28 hereof, is undertaking the transportation of Dangerous Goods (ADR), under the precondition that all statutory rules and regulations are complied with by shippers and consignees, indicatively referring to the provisions of the International Convention for the Transportation of Dangerous Goods (ADR). The latter (shippers) are responsible for the correct labeling of the goods, the usage of approved packaging as well as for the timely delivery of the relevant transport documents (e.g. MSDA, etc.). The standard extra charge for a shipment containing hazardous goods has to be agreed in writing and in advance between the parties. Even if the shipment is sent from a non-ADR country, the Customer must adhere to all ADR-rules or in case of a sea-freight-voyage the IMDG-Code regulations in addition to applicable national dangerous goods rules.

27. “DHL Global Forwarding Hellas S.A.” is not undertaking the transportation of Dangerous goods that belong to the following categories / classes:

Class 1 (with the exception of UN codes 0323, 0432, 0454)

Class 2.3

Class 4.1 (UN codes 3231 to 3240, UN 3533, UN 3534, UN 3364, UN 3365, UN 3367 and UN 3368)

Class 5.2 (UN codes 3111 to 3120)

Class 6.1 (Packaging Group 1)

Class 6.2

Class 7

Class 9 (UN codes 2212, 2590, 2315, 3151, 3152) and lithium ion batteries and lithium metal batteries (UN 3480, 3481, 3090 and 3091) that are damaged or defective as defined in Special Provision 376, and battery-powered vehicles (UN 3171) whose battery is damaged or defective as defined in Special Provision 376).

28. The transportation of Dangerous goods of all classes into and out of the Russian Federation require “DHL Global Forwarding Hellas S.A.”’s express written approval before the start of the business. In any case, the transportation of permitted Dangerous Goods (meaning other classes apart from those listed above as being prohibited) is always subject to specific written agreement prior to the beginning of the transportation.

29. Delivery Against Documents (DAD) is only available for the DHL FREIGHT EUROCONNECT service and in limited countries. DAD is not available for the DHL FREIGHT EURAPID and DHL FREIGHT EUROLINE services. Delivery of the goods will only be done upon receipt of the documents specified by the Customer. The Customer assumes responsibility for the respective instructions to the consignee and for the respective written instructions to “DHL Global Forwarding Hellas S.A.”. Furthermore, the Customer will be responsible for all costs resulting from, but not limited to refusal of acceptance, insolvency, or refusal to pay on the part of the consignee. “DHL Global Forwarding Hellas S.A.” bears no responsibility resulting from the accuracy of the content or authenticity of documents received.

30. All goods, the transport of which is assigned to “DHL Global Forwarding Hellas S.A.”, must be adequately packed by the Customer according to their type and to the type of the transport chosen by the Customer. The Customer is required to show clearly in an unremovable way on the individual packages, necessary identification information so that the order can be processed in the required way. This information should include the exact consignee's address, the exact quantity of the goods to be transported, symbols for handling and characteristics of the goods. Liability for damage resulting from inadequate packaging rests with the Customer, with no right to compensation from “DHL Global Forwarding Hellas S.A.”.

31. The Customer is obliged to ensure compliance with all applicable export control and sanctions laws and regulations (“Export Laws”) and warrants in particular that:

- neither Customer, nor any holding company, agent, consignee, consignor or any other third party directly contracted by Customer for the transport of the shipment are listed on any applicable sanctions lists of persons and or legal entities as a denied or restricted party;
- the transport of the shipment to its final destination or to any known end-user and does not constitute a breach of any applicable Export Laws;
- Customer will promptly inform “DHL Global Forwarding Hellas S.A.” in case that the shipment is subject to any applicable sanction and / or export / re-export or transport restrictions under applicable Export Laws;

- Customer has obtained all necessary permits, licenses or other government authorizations required for the delivery of the shipment to its final destination and end-use.

Customer is obliged to provide “DHL Global Forwarding Hellas S.A.” with all information, including permits and other documents, required by applicable Export Laws, so that “DHL Global Forwarding Hellas S.A.” to be able to transport the shipment to its final destination throughout its subcontractors. Each Party shall act in accordance with its own Code of Conduct. If Customer does not have a Code of Conduct, it will comply with the principles of Deutsche Post DHL’s Code of Conduct, which is found to the above site:

(www.dp-dhl.com/en/about_us/code_of_conduct.html).

32. “DHL Global Forwarding Hellas S.A.” is entitled to process data transmitted by the Customer insofar as this is required for the fulfilment of the service assigned to it by the latter or to ensure compliance with its own legal obligations. Furthermore, “DHL Global Forwarding Hellas S.A.” points out that it may be legally obliged to notify personal data or shipment data to Courts and Authorities. Customer permits “DHL Global Forwarding Hellas S.A.” to use its email address in order to provide it with information on new offers. The Customer may at any time withdraw such permission by email to the following address freightservices@dhl.com. If the Customer provides “DHL Global Forwarding Hellas S.A.” with the email address and, if applicable, other contact details of the recipient of the shipment for the purpose of informing them of the shipment status, it (the Customer) warrants to be legally entitled to do so and specifically that it has the consent of the recipient. In case of unauthorized disclosure of personal data by the Customer to “DHL Global Forwarding Hellas S.A.”, the Customer indemnifies “DHL Global Forwarding Hellas S.A.” for all claims asserted by third parties (indicative and not limited to those mentioned, recipients and authorities) immediately and upon relevant written information. “DHL Global Forwarding Hellas S.A.” will maintain data protection in accordance with applicable laws.

33. For the FIXED DELIVERY DATE (FDD) feature of cross-border EUROCONNECT shipments, in addition to our general Terms and Conditions (“General Terms”), these FDD Terms apply which have precedence over our General Terms where applicable. For shipments which comply with these FDD Terms, the agreed day of delivery is binding, subject only to the applicable exclusions below.

34. In case the shipment does not comply with these FDD Terms, “DHL Global Forwarding Hellas S.A.” may ask the Customer for instructions and a surcharge may be applied. If “DHL

Global Forwarding Hellas S.A.” decides not to ask for instructions for any reason or if no instructions are received from the Customer within a reasonable period of time, even though the Customer was asked for, “DHL Global Forwarding Hellas S.A.” will treat the shipment as a standard “DHL FREIGHT EUROCONNECT” shipment, at which point the applicable rates for the type of transport will apply and with non-binding standard delivery times.

35. Goods with a value of more than € 50,000 per package and € 100,000 per shipment must be pre-advised by Customer as they are not permitted for carriage without prior express written consent by “DHL Global Forwarding Hellas S.A.”. Any such high value shipments are subject to an extra charge, for which “DHL Global Forwarding Hellas S.A.” will inform the Customer of prior to pick-up.

36. FDD offers delivery on a specified day as well as up to five (5) working days (Monday to Friday, not including public holidays) of temporary storage.

37. FDD service is not available for Dangerous Goods shipments, waste and substances hazardous to water according to the relevant law in the country of destination. It is also not available for the prohibited goods listed in these General Terms, for pharmaceuticals and for temperature sensitive and perishable goods.

38. FDD maximum shipment weight and dimensions:

- o Maximum weight per shipment: 2.500 kg (chargeable weight);
- o Maximum measures per item: 400 cm length, 220 cm width, 220 cm height;
- o Maximum weight per item: 1.500 kg (gross weight).

39. In case of FDD service, “DHL Global Forwarding Hellas S.A.” is only obliged to deliver the goods on the agreed delivery date if the following conditions are fulfilled:

- o Reasonable traffic conditions to the destinations.
- o Shipments must be ready for pick up by the subcontractors of “DHL Global Forwarding Hellas S.A.” during the agreed pick-up time during standard working days and hours (Monday to Friday 08:00 – 18:00).
- o Recipient must accept delivery of the shipment immediately after truck arrival at its premises.
- o There has been a corresponding information of “DHL Global Forwarding Hellas S.A.” and the goods are properly marked.
- o Any customs formalities/procedures, if they are borne by the Customer, have been completed in time by it.

40. FDD transit times correspond to the regular EUROCONNECT transit times and commences with collection from the consignor and ends with delivery at the consignee. Standard transit times per destination for EUROCONNECT can be looked up in the Lead Time Calculator at www.logistics.dhl/ltc. This takes account of weekends, holidays and planned seasonal limitations for calculating transit time, but does not consider unplanned seasonal limitations or other influences to transport operations, such as customs delays or severe disruptions to traffic.

41. In the case of FDD service, the agreed fixed delivery dates are not binding for “DHL Global Forwarding Hellas S.A.” in case of receipt of the goods by the subcontractors of “DHL Global Forwarding Hellas S.A.” outside the agreed working hours.

42. In the case of FDD service, the delivery dates will not be binding to the above cases:

- o Delivery / Pickup on wheels (COW / DOW).
- o Delivery against Documents (DAD).
- o Cash on Delivery (COD).
- o Delivery on a day specified by the Customer which is not correctly calculated.
- o Unpacked goods or goods not adequately packed for the type of goods and the type of transport.
- o Shipments which require a delivery pre-advice or book-in.

43. FDD only accepts shipments under customs clearance where “DHL Global Forwarding Hellas S.A.” has received the order to do the customs clearance (for which Customer has provided “DHL Global Forwarding Hellas S.A.” with a valid Power of Attorney) and this service is provided only in cases where the following Incoterms apply: DDP, DAP and EXW. The delivery date will only be binding under the following conditions:

- o All customs documents are provided by the Customers and meet all the legal requirements.
- o All duty and tax payments and required guarantees have been made / deposited on time by the Customer.
- o There is no need for physical control of goods and documents by the Customs Authorities.
- o There is no time delay due to block by customs administration.
- o The recipient has completed all customs related actions in a timely manner.

44. Collections and deliveries of goods outside standard working hours or in hard-to-reach areas will only take place after a special prior written agreement between the parties and will

be subject to an additional charge to the Customer in accordance with the respective tariff policy of "DHL Global Forwarding Hellas S.A."

45. The given prices do not include VAT 24%.

46. The given prices are in Euros and, in case of currency fluctuations, "DHL Global Forwarding Hellas S.A." reserves the right to modify them and / or to apply a currency adjustment factor during the period of offer validity.

47. Unless there is a different prior written agreement of the parties, the payment of the invoices of "DHL Global Forwarding Hellas S.A." will be in cash by the assignor / Customer upon their issuance and delivery to it of the electronic invoice of "DHL Global Forwarding Hellas S.A.". A set off of the rates in case of damage or loss of goods by the Customer is not acceptable and allowed.

48. The acceptance of the "DHL Global Forwarding Hellas S.A." written financial offer by the Customer means automatically the acceptance of all above "Terms and Conditions" between the parties.

49. The acceptance of the written financial offer by the Customer, and the included in it "Terms and Conditions", is not required to be given especially and in writing by it, but it is presumed as given and existing, if the Customer will assign any transportation to "DHL Global Forwarding Hellas S.A." after the sending of the "Offer – Terms and Conditions" to it by "DHL Global Forwarding Hellas S.A."

50. Failure or delay by "DHL Global Forwarding Hellas S.A." in the exercise of any of its rights provided by law or by these "Terms and Conditions" does not, in any case, affect that right, nor does it act as a waiver of it. No waiver of any right or remedy by "DHL Global Forwarding Hellas S.A." does not come into effect, unless it is in writing and bears the signatures of the legal representatives of "DHL Global Forwarding Hellas S.A."

51. If any provision or sub-section of these Terms and Conditions is prohibited by Law or held to be invalid or unenforceable, such provision or sub-provision shall be repealed to the extent required by these Terms of Partnership and shall become ineffective, without affecting the remaining provisions of Terms and Conditions and its cancellation does not affect in any way the validity of the remaining Terms and Conditions. If required, "DHL Global Forwarding Hellas S.A." may replace this provision or sub-provision of the Terms and Conditions, in such a way that corresponds to the meaning and purpose of the provision or sub-provision that it replaces.

52. Any dispute between the parties, which is relevant to this transport order, will be resolved exclusively by the courts of Athens and the Greek Law will be the applicable Law.

53. "DHL Global Forwarding Hellas S.A." is hereby informing its Customers that, in order to avoid involvement of "DHL Global Forwarding Hellas S.A." in illegal and criminal actions during the carriage of goods by its subcontractors (for example carriage of smuggled cigarettes, liquor etc.), is entitled to check the content of the goods to be transported, with the use of special devices for this purpose (e.g. rays), without, however, opening in any case their external packaging. In case that "DHL Global Forwarding Hellas S.A." will locate illegal goods to be transported, it will immediately inform the competent prosecuting Authorities without any previous notification of the Customer.

54. The assignment of the transport of goods to "DHL Global Forwarding Hellas S.A." does not constitute an employment relationship between the parties.

55. The application of any Terms and Conditions of the Customer to the assignments to "DHL Global Forwarding Hellas S.A." is excluded.