

MANLEVA FOOD

I, the undersigned

phone nr.

	e-mail	

or

The company

with registered office in
taxpayer's/VAT
registration number
phone nr.

	street	
	e-mail	

entrusts DHL with its AWB shipment No. and declares to know and accept DHL's Terms and Conditions of Carriage (available at DHL Service Points or on mydhl.express.dhl) governing its service. Specifically, the undersigned declares:

1. to have reviewed DHL's conditions of acceptability of the goods (including DHL's limitations on the acceptance of food products, attached hereto) and to understand that DHL transports food, beverages, and animal feed products on behalf of third parties both at non-controlled temperature and at non-refrigerated controlled temperature;
2. to be aware that the goods will be transported together with other product categories;
3. that the product to be shipped belongs to the categories that DHL accepts to transport, that the same will not be shipped to any of the destinations excluded by DHL and that it has checked the indicative delivery times of the shipment on DHL's website mydhl.express.dhl or with DHL Service Point;
4. to know and accept that food products shall be shipped only and exclusively if contained in adequate packaging and therefore warrants that, besides the procedures adopted to meet specific product needs, the shipments entrusted to DHL shall also have adequate primary and secondary packaging in order to guarantee the perfect isolation/protection of content and avoid any type of contamination;
5. to expressly accept that DHL is legitimated to destroy the shipment entrusted by Customer, in case the shipped goods appear to be deteriorated for any reason whatsoever, or in case Customer has entrusted DHL with the shipment in breach of the rules imposed by DHL for the transportation of food products or animal feed products, or in case the shipment reaches its destination at a time other than the agreed delivery time;
6. to know and accept that DHL's liability for any loss or damage howsoever arising shall in no event exceed the limits set out in DHL's General Conditions of Carriage and the value of any goods possibly declared in transport documents shall not entitle Customer to raise other claims;
7. to know and accept that any compensation from/liability of DHL is expressly excluded in relation to:
 1. indirect damage;
 2. damage caused by the type of goods shipped, by its possible defects or inadequate packaging or in the preparation of the shipment;
 3. natural deterioration of the products transported;
 4. damage related to unacceptable products.
8. to be responsible for the accuracy and completeness of the information on the transport document and to ensure that shipments are packed, labelled, described and classified in terms of content and accompanied by the necessary documentation to make them adequate for transportation and compliant with the requirements of DHL's Terms and Conditions and applicable law;
9. to understand and agree that DHL takes no responsibility for verifying the content of the shipment and its destination and, therefore, that any damage to anyone/anything caused by a breach of the provisions set out in this letter shall be the sole responsibility of the undersigned.

Date

Signature

DHL Express – Excellence. Simply delivered.

DHL Express
(Italy) S.r.l.Sede Legale ed Amministrativa
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Fax 02 70301240
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Cod. Fisc. e P. IVA e Reg. Impr.
MI 04209680158Società con un unico socio,
soggetta ad attività di direzione
e coordinamento
di Deutsche Post AG



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Annex 1

Acceptability of food products and limitations

1. Unacceptable products

a. DHL Express shall not carry perishable food products (low shelf life, no preservatives added).

Below is an indicative list of perishable food products:

- Fresh products with a shelf life of less than 5 days
- Fresh meat
- Fresh fish
- Fresh shellfish
- Fresh dairy products such as: pasteurized milk, cheese (crescenza, spreadable cheese, robiola, mozzarella, etc.), yoghurt,
- Egg products (yolk, egg white and liquid mixtures) for refrigerated counters
- Packaged fresh vegetable products (salads, vegetable soups, portioned fruit, juices, smoothies, etc.)
- Sliced charcuterie products
- Confectionery products with cream and/or custard filling and fresh pastry preparations
- Frozen and deep-frozen food

b. DHL Express shall not accept home-made products, it shall only accept industrially-made products with food labels.

2. Acceptable products subject to limitations

2.1. Controlled-temperature products (to be intended as products that need to travel at a controlled, non-refrigerated temperature in order to keep their quality characteristics unchanged)

Without prejudice to the limits of acceptability in relation to the place of destination of the shipment, if any, DHL Express accepts food products that require temperature-controlled storage only for the destinations that can be reached in 72 hours (3 consecutive calendar days). This definition refers to products whose microbiological, chemical and physical characteristics do not change during transportation, if primary packaging is original and intact and secondary packaging is suitable to keep temperature steady (controlled), as per the storage instructions appearing on the package label or product records.

This type of product provides for the activation of the proactive tracing service, with the application of the relevant fees, for both clients with a business payment account and non-account clients.

2.2. Products that do not require temperature-controlled transportation

Without prejudice to the limits of acceptability in relation to the place of destination of the shipment, if any, DHL Express accepts food products that do not require temperature-controlled storage, namely food products that - irrespective of temperature - do not change their microbiological, chemical and physical characteristics during transportation until the expiry date declared by the supplier, if primary packaging is original and intact and secondary packaging is suitable to ensure compliance with the storage instructions appearing on the package label or product record.

.....
Date

.....
Signature

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