

DHL Standard Purchase Order Terms and Conditions

1. PURCHASE ORDER

Unless this Purchase Order ("PO") is issued under a written procurement agreement between Supplier and DHL, this PO and any attachments are the sole agreement between DHL and Supplier with respect to the product or service which is the subject to this PO. No other document, including the Supplier's proposal, quotation, or acknowledgment form, shall be part of this agreement, unless specifically agreed to in writing by DHL. No right that DHL has regarding this agreement may be waived or modified except by DHL in writing. Purchase Order Terms and Conditions are subordinated to Frame or Global contracts signed by an authorized person or authorities in the name of DP DHL.

2. PRICE

If the price is not stated in this PO or procurement agreement, the price will be Supplier's lowest prevailing market price. Supplier is responsible for and shall pay all sales, use, and similar taxes.

3. PAYMENT

Unless this PO says otherwise, the payment terms will be 60 days after DHL receives Supplier's invoice, provided goods/services, for which the invoice has been issued, have been received/rendered. All invoices must be sent to DHL to the address as stated on the front page of the PO. The purchase order number must be stated on the invoice. Invoices without a purchase order number will be returned to the supplier without payment.

DHL will make all payments at its local currency based on the official exchange rate on the date of payment to the Contractor's account in the country in which the service has been carried out or in the country in which the Contractor is located. The Contractor may not assign the right to receive payment to any third party.

4. PACKAGES

Supplier will comply with all packaging and labeling requirements. Supplier will comply with the transportation routing guidelines in this PO. All deliveries are based on DDP according to INCOTERMS 2000. Supplier is responsible for taking off and removing the packaging material on his own cost.

5. DELIVERY

Delivery can be done only on the basis of DHL terms and conditions as stated. Any change or update that is not approved in written form by the procurement department or executive management of DHL is not valid.

If Supplier fails to deliver on time, DHL may purchase replacements elsewhere, and Supplier will be liable for all additional costs and damages DHL incurs. Supplier will promptly notify DHL if it is unable to comply with the delivery date specified in this PO.

6. PATENT AND COPYRIGHT

Supplier warrants: (i) the products and/or services do not infringe any patent, trademark, copyright or other intellectual property right of a third party; (ii) none of the products contain nor are any of the products manufactured using ozone depleting substances known as halons, chlorofluorocarbons, methyl chloroform and carbon tetrachloride as defined by the Montreal Protocol; (iii) all products provided to DHL under this PO are new and do not contain anything used or reconditioned, unless DHL agrees in writing.

Supplier grants DHL all rights and licenses necessary for DHL and its subsidiaries to use and sell the products/services sold hereunder and to exercise their rights under this PO. Supplier agrees to defend, hold harmless, and indemnify DHL from any claim that Supplier's product/service infringes any intellectual property rights or any claim arising from the failure of Supplier to comply with its warranties and obligations under this PO. If a claim of infringement is made, the Supplier shall obtain for DHL the right to continue to use and sell the Supplier's product/service or Supplier shall replace it with a non-infringing product/service.

7. RECEPTION

DHL may return non-conforming goods to Supplier at Supplier's expense. Payment shall not constitute an acceptance of the products/services nor impair the right of DHL to inspect the products/services or invoke any of its remedies.

8. TOOLS/PARTS

If DHL provides parts or tools for work under this PO, Supplier shall use them only for that purpose. Supplier shall be responsible for his own tools.

9. SUBCONTRACTS

Supplier will not assign its rights or subcontract its duties without the written consent of DHL. Any unauthorized assignment is void.

10. CONFIDENTIAL INFORMATION

All exchanges of information between the parties pursuant to this PO shall be considered non-confidential, unless the parties have entered into a separate written confidentiality agreement.

11. APPLICABLE LAW/COMPLIANCE

DHL SR laws and regulations shall govern this PO.

Supplier shall at all times comply with all applicable laws, rules and regulations.