

Standard Service Conditions

DHL Express

General

Acceptance of offer	IN FORWARDING THIS DOCUMENT TO DHL WITH YOUR EMAIL ACCEPTANCE, VIA SIGNED HARD COPY, OR BY SHIPPING WITH DHL, YOU ARE CONFIRMING THAT YOU HAVE ACCEPTED THE TERMS OF THIS OFFER TO PROVIDE SERVICES AS SET OUT IN THIS AGREEMENT. YOU ARE ALSO CONFIRMING THAT YOU ARE AN AUTHORISED SIGNATORY CAPABLE OF ACCEPTING THIS OFFER ON BEHALF OF THE CUSTOMER. THIS OFFER BY DHL AND YOUR ACCEPTANCE IS SUBJECT TO DHL RECEIVING A SATISFACTORY CREDIT CHECK AGAINST THE CUSTOMER.
Term and Termination	This Service Agreement (the "Agreement") between DHL and the Customer commences on the Effective Date and shall continue, unless terminated by either party in accordance with the terms of this Agreement (the "Term"). Without prejudice to any accrued rights and remedies under this Service Agreement, either party shall be entitled to terminate this Agreement at any time without cause, forthwith and with immediate effect upon written notice to the other.
Our service commitment	Rates quoted and services provided are based on DHL's standard Terms and Conditions of Carriage as set out in Schedule 1 of this Agreement and as updated by DHL from time to time. DHL's operating process does not include any non-standard or tailored services, such as dedicated transport, enhanced customs services or on-site services. The Rates are valid for services during the hours of standard operation designated by DHL. For the avoidance of doubt, any loss or damage that occurs during the provision of Services or Optional Services shall be deemed to have occurred during the transportation portion of the Services and DHL's liability shall be limited by DHL's Terms and Conditions. Time for delivery shall not be of the essence in respect of performance of the Services.
Re-selling Services	The Customer shall be prohibited from re-selling the Services to any third party unless DHL's prior written consent has been obtained. In the event that the Customer re-sells the Services without DHL's permission, DHL shall have the right to immediately terminate this Agreement

Price agreement

Services not quoted	All services, surcharges, and rates for specific lanes or destinations not quoted in this Agreement ("Unquoted Rates"), will be priced as per DHL's standard rates as found at https://mydhl.express.dhl/ie
Basis of quotation	The Rates for transportation, services, and surcharges, as set out in Schedule 1 of this Agreement are derived from a revenue qualifier based on a shipping profile agreed with the customer as specified in the Rates. In the event of a shortfall on the revenue qualifier (for all or for a specific product) or in the event of a substantial change in the volume, weight or destination mix, DHL reserves the right to revise the Rates at any time upon prior written notice to the Customer.
Volumetric divisor	Volumetric weight factors apply to DHL Rates. Shipments will be charged according to the higher of actual or volumetric (dimensional) weight per piece. DHL calculates volumetric weight (in Kilograms) by dividing the piece volume (in Cubic Centimetres) by 5000 (or Length x Width x Height (in cm) / 5000). DHL reserves the right to modify this formula at any time. Please refer to DHL Rates for exceptions/additional details on the Volumetric Divisor.
Partner companies	The Rates are only offered to contracting parties and cannot be extended to third parties. Majority-owned subsidiaries of the Customer and other parties can be added to the contract by mutual agreement.

Price components

Duties & Taxes	Rates are exclusive of value-added tax, customs duties, fines or interest thereon, and other government taxes imposed with respect to the provision of services, which shall be for Customer's account.
Additional Charges	Optional Services and Surcharges Charges related to (i) Optional Services; and (ii) Surcharges are billed in accordance with the standards in effect at the time the shipment booking was made. Such charges are paid in addition to applicable transportation charges and apply whenever the Optional Service is requested or the Surcharge is required. Details of Optional Services and Surcharges are set out in the Rates and as further described at http://www.dhl.com/en/express/optional_services.html . DHL reserves the right to amend or introduce new (i) Optional Services or (ii) Surcharges at any time upon reasonable notice
	Unforeseen Events Any additional governmental or regulatory practices, procedures or regulations which result in increased costs to DHL e.g. those enforced by IATA, will be passed on proportionately to the Customer upon thirty days prior written notice of such additional charges.
	Emergency Situations DHL reserves the right to apply surcharges to recover costs associated with emergency situations beyond DHL's control which could not be reasonably anticipated at the commencement of this Agreement.
	Demand Surcharges One or more Demand Surcharges will apply to shipments during a period of high demand. A period of high demand is to be determined by DHL at its own discretion, but may include a time of high demand for shipping services or a period with high operational cost. Details regarding the application of Demand Surcharges are set forth at http://mydhl.express.dhl/ and will be subject to change upon prior notice. Demand Surcharges apply cumulatively if a shipment and/or individual pieces meet more than one of the specified criteria. Demand Surcharges apply in addition to the rates and any other applicable charges.

Fuel Surcharge A fuel surcharge will apply to the Rates, calculated in accordance with the methodology at http://www.dhl.com/en/express/shipping/shipping_advice/express_fuel_surcharge.html unless otherwise specified in the Rates. DHL may from time to time elect to revise its fuel surcharge table.

Price review

General Price Increase	In general, DHL's pricing is valid until December 31st of the year of the issue date of this offer. Unless otherwise specified in the Rates, the Rates are subject to adjustment in line with DHL's standard published price adjustments to take effect on 1st January each year.
Price Changes	Notwithstanding clause above, DHL reserves the right at its sole discretion to amend the Rates at any time on the provision of thirty days' notice.
Currency	In the event that the currency of a country for which the Rates quoted devalues in excess of 5% against the Euro or US Dollar exchange rates identified by DHL, DHL shall be entitled to immediately adjust the Rates applicable to the said country. Any such adjustment shall be commensurate with the rate of devaluation.
High inflation	In the event that the inflation rate of the country for which the Rates are quoted would exceed 5%, DHL shall be entitled to adjust the Rates upon reasonable prior notice.
Notice period for changes	DHL Express will announce changes in Rates upon the provision of reasonable notice (except any emergency surcharge).

Invoicing and payment

Payment terms	<ul style="list-style-type: none">• Invoices will be issued weekly unless otherwise agreed by the parties. Payment terms are strictly thirty (30) days net from date of invoice unless otherwise specified in the Rates. Duties and Taxes due on the shipment shall be paid by the Customer within seven (7) days from the date of invoice ("Due Date(s)").• Queries on invoices must be reported within thirty (30) days of the date of invoice. In the event there is any query on an invoice, then only the disputed item on the invoice shall be held from payment and all other amounts owing and not disputed are to be paid on the applicable Due Date.• Unless otherwise agreed, the charges shall be paid by direct debit on the Due Dates. If any sum is not paid by the Due Dates, for reasons other than a good faith dispute, DHL reserves the right to charge interest at the rate specified in the Late Payments of Commercial Debts (Interest) Act 1998 calculated daily from the relevant Due Date until the date on which the obligation of the customer to pay the sum is discharged (whether before or after any judgment).• Customer is responsible for the payment of rates, charges and duties relating to any shipment carried under the Customer's account numbers.• Without affecting any other right or remedy available to it, DHL may choose to suspend the provision of the Services and or terminate this agreement with immediate effect by giving notice to the other party if the Customer fails to pay any amount due under this agreement on the relevant Due Date for payment and remains in default not less than seven (7) days after being notified by DHL to make such payment
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Other

Online shipping tools	The Rates are based on Customer's commitment to use the following DHL Electronic Shipping Solutions, such as: MyDHL+, DHL EasyShip, DHL Express Logistics Platform, DHL eMailShip, MyDHL API, DHL Express Commerce, and EDI (transmission of shipment data through electronic data interchange) ("ESS Tools"). The Customer shall not require the manual processing, recording, labelling or invoicing of shipments without the prior written consent of DHL. DHL invoices are not accompanied by a Proof of Delivery, which can be made available for an extra charge for a maximum period of 3 months after delivery.
Account details	Where the Customer has authorised the use of its account by a 3rd party, or where the Customer has failed to keep its account details secure resulting in the fraudulent use of the account by a 3rd party, the Customer shall be liable and shall fully indemnify DHL for all Charges incurred on the Customer's account.
Confidential Information	This Agreement and the Rates are confidential. Neither party may disclose or publicise the existence or contents of this Agreement without the prior consent of the other party. No publicity by DHL regarding the Services or the existence or terms of this Agreement will be permitted unless and until Customer has given express written consent to the relevant communication. For the purposes of this clause "publicity" shall mean the use of Customer's name or logo or the issuing of any public statements regarding the Services or this Agreement.

Compliance with applicable Laws	The Customer warrants that it has not violated any applicable laws regarding the contents of each and every shipment, and that the Customer shall comply with, and adhere to, all applicable laws and regulations which may apply to the transportation and delivery of each and every shipment. The Customer shall strictly comply with, and adhere to, all applicable export and re-export laws and regulations that pertain to any items to be shipped or transferred by DHL or its subcontractors in connection with or in association with their performance under this contract. The Customer warrants that no item, end-use of, or receiver of the parcel, given to DHL for processing is prohibited under export regulations. If so requested by DHL, the Customer will provide full details of the name and address of the receiver of the shipment to enable DHL to screen the shipment against denied parties' lists. Failure to provide this information will result in the shipment being ultimately returned to the Customer. The Customer shall indemnify and hold DHL harmless for any reasonably incurred losses, expenses and or costs, suffered by DHL arising from the Customer's failure to abide by all applicable export and re-export laws and regulations
Customs	Notwithstanding any other provision of this Service Agreement, DHL will not at any time perform any of the following services for the Customer: (1) act at any time as importer of record or exporter of record for any of the Customer's shipment of goods; or (2) perform any export control declarations on behalf of the Customer. Notwithstanding any other provision of this Service Agreement, DHL shall without cause and with immediate effect at any time have the right to refuse to provide services and accept any shipments from the Customer. This right may be exercised by DHL at its sole discretion and at its convenience.
Governing Law	This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts. This Agreement sets out the entire agreement between the parties and supersedes and replaces any other prior verbal or written agreement.

Schedule 1 - DHL EXPRESS TERMS AND CONDITIONS OF CARRIAGE

When ordering DHL's services you, as "Shipper", are agreeing, on your behalf and on behalf of the consignee of the Shipment ("Consignee") and anyone else with an interest in the Shipment that these Terms and Conditions shall apply.

"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 Shipment identifier or document produced by DHL or Shipper automated systems such as a label, barcode, waybill or consignment note as well as any electronic version thereof. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost. (Please see below for further information). "DHL" means any member of the DHL Express Network.

1. Customs Clearance and Regulatory Compliance

DHL may perform any of the following activities on Shipper's or Consignee's behalf in order to provide services: (1) complete any documents, amend product or service codes and advance any duties, taxes or other regulatory charges required under applicable laws and regulations ("Customs Duties"), (2) act as Shipper's or Consignee's true and lawful agent or designate a customs broker to perform export control and customs clearance and (3) redirect the Shipment to Consignee's customs broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorized. Shipper or Consignee will provide any extra authorization required by applicable law for DHL to clear a Shipment.

2. Unacceptable Shipments

A Shipment is deemed unacceptable if:

- it contains complete firearms, ammunition, explosives, explosive devices or test pieces, air guns, replica or imitation firearms; counterfeit goods; cash; bullion (of any precious metal); live animals, prohibited animal parts or remains, such as ivory; human remains or ashes; loose precious or semi-precious stones; cannabis or its derivatives; or illegal goods, such as narcotics or other illegal drugs,
- it is classified as hazardous material, dangerous goods, prohibited or restricted articles under ADR (European Road Transport Regulation on dangerous goods) or by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), or other relevant organization ("Dangerous Goods"),
- it contains any other item which DHL cannot carry safely or legally,
- the address is incorrect or not properly marked or its packaging is defective or inadequate to ensure safe transportation with ordinary care in handling,
- Shipper, Consignee or any other party with a direct or indirect interest in the Shipment is listed on any applicable sanctions lists as a denied or restricted party.

3. Deliveries and Undeliverables

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Consignee's address given by Shipper but not necessarily to the named Consignee personally. Shipments to addresses with a central receiving area will be delivered to that area.

DHL may notify Consignee of an upcoming delivery or a missed delivery. Consignee may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a DHL Service Point.

If the Shipment is deemed to be unacceptable as described in Section 2, it has been undervalued for customs purposes, Consignee cannot be reasonably identified or located, or Consignee refuses delivery or to pay Customs Duties or other Shipment charges, DHL shall use reasonable efforts to return the Shipment to Shipper. This shall be at Shipper's cost. If it is not possible to return the Shipment, it may be released, abandoned, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else. DHL shall have the right to destroy any Shipment if DHL is prevented by any law or law enforcement agency from returning it in whole or in part to Shipper, as well as any Shipment of Dangerous Goods.

4. Inspection

DHL has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

5. Shipment Charges, Duties and Fees

DHL's Shipment charges are calculated according to the higher of actual or volumetric weight per piece and any piece may be re-weighed and re-measured by DHL to confirm this calculation.

Payment of Customs Duties and other charges due as indicated on DHL's website in the receiving country may be requested from Consignee prior to delivery. This includes a fee if DHL uses its credit with the Customs Authorities or pays any Customs Duties on Consignee's behalf. Shipper shall pay or reimburse DHL for all Customs Duties and other charges due for services provided by DHL or incurred by DHL on Shipper's or Consignee's behalf if Consignee has failed to pay.

6. DHL's Liability

DHL's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention as applicable, or in the absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 26 Special Drawing Rights per kilogram (approximately \$US 35.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.

For cross border Shipments transported by road, DHL's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately \$US 11.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law

If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 or make its own insurance arrangements.

DHL's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL's attention.

DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these schedules are not binding and do not form part of the contract. DHL is not liable for any damages or loss caused by delay, but for certain Shipments, Shipper may be able to claim limited delay compensation under the Money Back Guarantee terms and conditions, which are available on the DHL website (<https://mydhl.express.dhl/>) or from DHL Customer Service.

7. Claims

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever. 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.

8. Shipment Insurance

DHL may be able to arrange insurance for loss of or damage to the Shipment, covering the full value of the goods, provided that Shipper so instructs DHL in writing, including by completing the insurance section of the waybill or using DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

9. Circumstances Beyond DHL's Control

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DHL; any act or omission by a person not employed or contracted by DHL - e.g. Shipper, Consignee, third party, customs or other government official; third party cyber-attacks or other information security related threats; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, epidemic, pandemic, civil commotion, or industrial action.

10. Shipper's Representations, Warranties and Indemnities

Shipper shall indemnify and hold DHL and its directors, officers, employees and agents harmless from and against all and any liabilities, losses and damages arising out of Shipper's failure to comply with the following warranties and representations:

- the Shipment is acceptable for transport under Section 2 above,
 - the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to DHL,
 - Shipper has complied with applicable export control, sanctions, customs laws and regulations or other applicable regulatory requirements and restrictions related to the import, export, transit or transfer of goods,
 - Shipper has declared to DHL any controlled dual-use or military goods subject to government authorizations contained in the Shipment,
 - Shipper has provided all information, permits, licenses or other government authorizations and documents, as required by applicable law or upon request from DHL, and all information, permits, licenses or other government authorizations and documents provided by Shipper or its representatives are true, complete and accurate, including the value and description of the goods and Shipper and Consignee information,
 - when providing personal data to DHL, Shipper has complied with its legal obligations to process and share this data, including informing the affected individuals that personal data, including Consignee's email address and mobile phone number, is required for transport, customs clearance and delivery.
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11. Shipper's Representations, Warranties and Indemnities

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

12. Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject to the non-exclusive jurisdiction of the courts of, 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.

13. Severability

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

Further information is available on the DHL website