

General Terms and Conditions of DHL eCommerce International Transport and Delivery Services

1. Definitions

"DHL eCommerce" means Deutsche Post Global Mail (Australia) Pty Ltd.

"GTC" means these General Terms and Conditions of DHL eCommerce.

"Parties" refers to Sender and DHL eCommerce, and **"Party"** refers to each of Sender and DHL eCommerce.

"Sender" means the party receiving delivery services from DHL eCommerce in accordance with a respective agreement.

"Recipient" means the addressee to whom the Shipment is sent.

"Shipment" means one or more mail or parcel items containing goods or press items or dialogue marketing material or other items or materials which the Sender hands over to DHL eCommerce and which may be transported and delivered by any means of transport selected by DHL eCommerce, whether by air, road or any other means of transport. Each such shipment is transported under limited liability pursuant to these GTC.

"E-Commerce Related Services" mean E-Facilitation and E-Fulfillment Services as offered by DHL eCommerce.

"E-Facilitation Services" include but is not limited to web-shop or store management, including program and order management services as well as operation and maintenance of customer's web-shop or store, including product listing, online sales, customer relationship management, customer service support and coordination of contacts with third party service providers as individually agreed between the Parties.

"E-Fulfillment Services" include but is not limited to storage and fulfillment services as individually agreed between the Parties.

"Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air.

"Warsaw Convention" is the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed on 12 October 1929.

"UPUC" stands for Universal Postal Convention and the supplementary documents as applicable in the latest version.

"Prohibited Goods" have the meaning as defined in Section 4 of these GTC.

2. Scope

- (1) These GTC shall apply to all agreements between DHL eCommerce and the Sender regarding the transport and delivery of Shipments and any possible ancillary E-Commerce Related Services, unless otherwise agreed in writing by DHL eCommerce.
- (2) As a part of the E-Commerce Related Services, DHL eCommerce may provide links to websites operated by third parties. DHL eCommerce is not responsible for the collection or processing of personal data or the operation or contents of such third party sites. Users should check the terms of use and privacy policies of such websites prior to use.
- (3) The Sender agrees to be bound by the GTC at the time of account opening. Any revisions to the GTC will be posted at www.dhl.com or may be obtained from DHL eCommerce directly upon request. The Sender's continued use of DHL eCommerce's services including but not limited to transport and delivery of Shipments, E-Commerce Related Services or of any DHL eCommerce website shall constitute the Sender's agreement to the revised version of the GTC, and the Sender

also agrees to abide by the terms of use and privacy policy posted at www.dhl.com.

- (4) The Sender's general terms and conditions shall not apply and are herewith explicitly excluded, even if DHL eCommerce has accepted the Shipment without any express objection. Any terms and conditions which amend or modify these GTC shall be agreed in writing between the Parties.

3. Agreements and Services

- (1) Contracts regarding transport and delivery of Shipments are concluded between the Sender and DHL eCommerce, either in written form or by way of hand-over of the Shipment and acceptance of the same for transport and delivery in accordance with these GTC.
- (2) DHL eCommerce accepts Shipments for transport and delivery from the Sender at the sites of DHL eCommerce, or picks up such Shipments at agreed sites of Sender, in order to deliver such Shipments to the Recipient directly or have them delivered by another service provider.
- (3) The Sender shall label the Shipment correctly and provide all necessary details to enable DHL eCommerce to perform the services including transport and delivery, settling of damages claims and/or return of the Shipment, as the case may be.
- (4) DHL eCommerce will accept special instructions from the Sender for Shipments only if these instructions are notified in the agreed form or in a separate agreement between the Parties. DHL eCommerce is not obliged to comply with any special instructions if these are issued only after the Shipment has been handed over for transport and delivery.
- (5) The Sender agrees to all routing and diversion, including the possibility that the Shipment will be transported via intermediate stops, at the sole and absolute discretion of DHL eCommerce.

4. Shipments

- (1) DHL eCommerce shall not undertake the transport and delivery of any Shipment which contains Prohibited Goods (as defined below). Prohibited Goods include, but are not limited to the items listed below, and as may be updated from time to time by DHL eCommerce (the latest updated list is available at www.dhl.com):
 1. Shipments the content, external form, transportation or storage of which violates a statutory prohibition or a prohibition by a public authority, in particular – but without limitation – regulations regarding export, import or customs law of the countries of origin, destination or transit, or goods for which special equipment (e.g. for temperature-controlled goods), safety precautions or authorizations are required;
 2. Shipments or items the transportation of which is prohibited or is subject to special restrictions under UPUC, International Air Transport Association (IATA) or International Civil Aviation Organisation (ICAO) rules;
 3. Shipments the transportation and/or storage of which is subject to hazardous goods regulations, including but not limited to goods that are not completely free from restrictions under current IATA and ICAO hazardous goods regulations;

4. Shipments the content of which violates intellectual property rights, including forged, counterfeit or unlicensed copies of products (brand and trademark piracy);
 5. Shipments the content or external characteristics of which may cause death or injury to or infection of persons or damage to property;
 6. Shipments containing live animals or human remains; with the exception of invertebrates if and where permitted under the provisions of the UPUC such as queen bees;
 7. Shipments containing narcotics or intoxicants;
 8. Shipments containing cash or other methods of payment, precious metals, works of art, jewelry, watches, precious stones or other valuables or securities (unless otherwise agreed by DHL eCommerce in its sole and absolute discretion);
 9. Unfranked or insufficiently franked Shipments and Shipments transported or posted with the intention of fraudulently obtaining the transport service without paying for it;
 10. Shipments that contain weapons, especially firearms, or parts thereof, imitation weapons or ammunition; and
 11. Shipments which contain obscene or pornographic articles.
- (2) The Sender warrants that the Shipment does not contain any Prohibited Goods and has been correctly packaged and is appropriately protected. Notwithstanding any other rights of DHL eCommerce, the Sender shall indemnify DHL eCommerce from any liability for third-party claims resulting from the transportation or delivery of Prohibited Goods or other inadmissible or unlawful goods. The contractual liability of DHL eCommerce for its own conduct and that of its agents or subcontractors remains unaffected.
- (3) The Sender undertakes to indemnify DHL eCommerce promptly upon first demand against any loss or damages arising out of any alleged third-party claims and any other loss or damage that DHL eCommerce incurs as a result of the transportation or delivery of the Prohibited Goods. The indemnity by the Sender shall also cover the expenses incurred by DHL eCommerce in connection with the provision of information, confiscation by the customs authorities or border seizure which are required by law or have been ordered by a court or a government authority.
- (4) If a Shipment contains Prohibited Goods or the Shipment – because of its nature (size, format, weight, contents, etc.) or for other reasons – does not comply with Section 4(2) above or with the other provisions of these GTC, DHL eCommerce shall be entitled to
1. refuse acceptance of the Shipment;
 2. if the Shipment has already been handed over, return it or store it until its collection; or
 3. transport the Shipment without notifying the Sender and, if necessary and/or required by law, to choose a different route (e.g. by road and sea instead of by air freight as planned) and to invoice the Sender for any additional costs incurred as a result.
- DHL eCommerce shall also be entitled to exercise the rights referred to in the paragraph above if it suspects that the Shipment contains Prohibited Goods or that there are any breaches of contract and the Sender fails to comply with DHL eCommerce's request to supply information.
- (5) DHL eCommerce is not obliged to check whether a Shipment contains Prohibited Goods. However, DHL eCommerce shall be entitled to open a Shipment and to inspect the contents if it suspects that the Shipment contains Prohibited Goods. In addition to the foregoing, DHL eCommerce has the right to open and inspect a Shipment without notice for security or

customs or other valid reasons. Further, DHL eCommerce carries out regular checks in accordance with the applicable statutory aviation security regulations and if goods which may not be transported by air are found, or if there is reason to suspect that these goods ought not to be transported by air, DHL eCommerce shall be entitled to transport the goods by land or sea, notwithstanding its other rights under Section 4(4).

5. Customs Clearance and Customs Regulations

- (1) The Sender is obliged to comply with the applicable import and export regulations and the customs regulations of the country of origin, destination and transit. The Sender shall complete the necessary accompanying documents (customs declaration, export licenses etc.) truthfully and completely, and shall hand these over with the Shipment.
- (2) DHL eCommerce does not assume any liability for the content of the Shipment and the accompanying documents, even if these are prepared by or on behalf of DHL eCommerce upon the Sender's request. The Sender remains solely responsible for all risks and consequences of importing and exporting goods. This shall apply independently of the grounds on which the dispatch is restricted or prohibited, either by applicable statutory provisions or is restricted or excluded under these GTC or other contractual provisions. Sections 2(3) and 4(3) remain unaffected.
- (3) The Sender shall indemnify DHL eCommerce from third-party claims arising from or in connection with violations against the provisions specified in this Section 5.

6. Delivery and Non-Deliverable Shipments

- (1) The Shipments shall be delivered to the Recipient's address specified by the Sender, though not necessarily personally to a Recipient named in person. Shipments to addresses with central mail departments shall be delivered to these departments.
- (2) If necessary for the return of undeliverable Shipments, the Sender agrees that a corresponding return label as per DHL eCommerce's requirements shall be attached to such Shipment. The Sender shall use best efforts to assist DHL eCommerce in returning such Shipment and particularly to furnish all necessary customs documents and all other documents and information which may be required for the return.
- (3) If the Recipient refuses to accept a Shipment or refuses to make payment, DHL eCommerce shall be entitled to release, sell, destroy or otherwise dispose of such Shipment without incurring any liability to the Sender, Recipient or any other third party, provided that DHL eCommerce has made reasonable efforts to return such Shipment at the expense of the Sender or if applicable law prohibits or prevents the return of such Shipment to the Sender.
- (4) Unless special instructions are issued in accordance with Section 3(4), if an undeliverable Shipment is returned in accordance with Sections 6(2) and 6(3), DHL eCommerce reserves the right to determine the timeframe for, the manner (i.e. whether individually or on a consolidated basis) and the mode of transport for such returned Shipment.

7. Charges

- (1) The Sender shall pay to DHL eCommerce the agreed charges for the agreed services.
- (2) All prices indicated are net prices and are exclusive of any taxes, customs duties and fees. Such taxes, customs duties and fees shall be invoiced to and payable or reimbursable by Sender.

- (3) All invoices shall be due and payable by the Sender, without deduction or set-off, within the credit period granted by DHL eCommerce.
- (4) In case of non-payment by the Sender of any outstanding amount, DHL eCommerce shall be entitled to suspend any or all of the services, charge interest on all overdue amounts from the due date until payment and/or exercise such other right or remedy in respect of such outstanding amount.
- (5) In the event that the Sender's original choice of service and/or product is no longer applicable or available for any reason, DHL eCommerce reserves the right to select the next best available or appropriate service and/or product in respect of the Sender's Shipment and the charges for the service and/or product actually performed shall constitute the charges for the said Shipment.
- (6) DHL eCommerce reserves the right to charge based on the higher of actual or volumetric weight per piece and any Shipment may be re-weighed and re-measured by DHL eCommerce to confirm this calculation. This is referred to as "chargeable weight" and may be billed on a separate invoice.

8. Liability

- (1) DHL eCommerce's liability for any and all services is strictly limited to direct loss and damage to a Shipment only and to the limits of liability set out in this Section 8. 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 eCommerce's attention before or after acceptance of the Shipment.
- (2) DHL eCommerce's liability in respect of any one international Shipment is limited as follows:
 1. For *DHL Globalmail Packet Plus* and *DHL Parcel International Standard* Shipments, DHL eCommerce's liability shall be limited to the Shipment's declared value or 40 Euros, whichever is lower. If any of the aforesaid limitation amounts are in a currency other than the currency in which the invoices are normally presented, such amounts shall be converted at DHL eCommerce's then-prevailing Network Exchange Rate (NER) to the currency in which the invoices are normally presented.
 2. For *DHL Parcel International Direct* Shipments, DHL eCommerce's liability shall be limited to (i) the Shipment's declared value, (ii) 100 Euros, or (iii) 25 Euros per kilogram, whichever is the lowest. If any of the aforesaid limitation amounts are in a currency other than the currency in which the invoices are normally presented, such amounts shall be converted at DHL eCommerce's then-prevailing Network Exchange Rate (NER) to the currency in which the invoices are normally presented.
- (3) If Sender regards the limits set out in Sections 8(2)(1) and 8(2)(2) as insufficient it must either request for Shipment Value Protection as described in Section 8(5) below (which will entail the payment of a supplementary charge) or make its own insurance arrangements.
- (4) All claims must be submitted in writing to DHL eCommerce within the timeframes set out below, failing which DHL eCommerce shall have no liability whatsoever:
 1. For *DHL Globalmail Packet Plus* and *DHL Parcel International Standard* Shipments, all claims must be submitted in writing to DHL eCommerce within sixty (60) days from the date that DHL eCommerce accepted the Shipment.
 2. For *DHL Parcel International Direct* Shipments, all claims must be submitted in writing to DHL eCommerce within thirty (30) days from the date that DHL eCommerce accepted the Shipment.
 3. For Shipments covered by *Shipment Value Protection*, all claims must be submitted in writing to DHL eCommerce within thirty (30) days from the date that DHL eCommerce accepted the Shipment.

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. All of the original shipping cartons, packing and contents must be made available for DHL eCommerce's inspection and retained until the claim is concluded. DHL eCommerce is not obliged to act on any claim until all service charges have been paid.

- (5) DHL eCommerce can arrange Shipment Value Protection ("SVP") for Sender covering higher liability limit bands in respect of loss of or physical damage to the Shipments referred to in Section 8(3) above, provided the Sender requests and signs up for SVP before the Shipment is consigned to DHL eCommerce and pays the applicable supplementary charge for the relevant liability limit band. Additional terms and conditions relating to SVP shall apply and these shall be communicated to the Sender at the time the Sender signs up for SVP. For the avoidance of doubt, Section 8(4) shall apply to a claim relating to a SVP Shipment.
- (6) Notwithstanding the liability limits set out in Section 8(2), the Montreal Convention, the Warsaw Convention, or UPUC may apply to certain Shipments. In such cases, the liability limits set out in these conventions shall apply (as appropriate) to limit DHL eCommerce's liability for loss or damage.

9. Sanctions

- (1) Sender warrants that neither the receipt, transportation nor the delivery of its Shipments will expose DHL eCommerce or its employees, servants, agents, subcontractors, insurers or reinsurers to any sanction, prohibition or penalty (or any risk of sanction, prohibition or penalty) whatsoever imposed by any state, country, international governmental organization or other relevant authority (collectively "Sanctions") by reason of the content of the Shipments, any insurance of the Shipments taken out by the Sender or any other person with an interest in the Shipments, the destination of the Shipments, the intended consignee of the Shipments or the purchaser or end user of the content of the Shipments.
- (2) Sender warrants in particular, that:
 1. Shipments shall not include any goods which appear on any applicable list of prohibited goods as shall be determined from time to time by the United States, the United Nations, the European Union, the country of origin, country of destination and any transit countries;
 2. delivery of its Shipment to the intended consignee will not, in and of itself, contravene any of the prohibitions set forth from time to time by the United States, the United Nations, the European Union, the country of origin, country of destination and any transit countries; and
 3. delivery of this Shipment to the intended consignee will not, in and of itself, result in any funds or economic resources being made available directly or indirectly to or for the benefit of any person entity or body which is listed or designated in any Sanctions or legislation covering Denied Parties as set forth from time to time by the United States, the United Nations, the European Union, the country of origin, country of destination and any transit countries.



- (3) Sender agrees to provide DHL eCommerce immediately on request with full information about the nature of its Shipment and their intended use, as well as the identities of all parties which have any legal, financial or commercial interest in the Shipment.
- (4) DHL eCommerce is entitled to inspect Shipments and, in particular, is entitled to access any data or information contained in any electronic storage medium and DHL eCommerce shall not be responsible for any delay or damage caused as a result of that inspection provided that DHL eCommerce shall take reasonable care in inspecting the Shipment. Where data or information is protected by a password, details of that password shall be provided to DHL eCommerce by Sender on request.
- (5) Sender shall indemnify DHL eCommerce against all loss, damage, fines and expenses whatsoever, including but not limited to exposure of DHL eCommerce, its employees, servants, agents, subcontractors, insurers or re-insurers to any Sanctions arising or resulting from any non-declaration or illegal, inaccurate and/or inadequate declaration in respect of the Shipment by the Sender or from any other cause in connection with the Shipment for which DHL eCommerce is not responsible.
- (6) If it appears, in the reasonable judgment of DHL eCommerce that Shipments (or any activities required in respect of the Shipments by DHL eCommerce or any other person) may expose DHL eCommerce or their employees, servants, agents, subcontractors, insurers or reinsurers to any breach of Sanctions or risk of breach of Sanctions, then:
 1. DHL eCommerce may refuse to carry Shipments or alternatively DHL eCommerce may without notice to Sender (but as his agent only) take any measure(s) and/or incur any additional expense to carry or to continue the Shipment thereof, and/or abandon the Shipment and/or store the Shipment ashore or afloat, under cover or in the open, at any place, which abandonment or storage shall be deemed to constitute due performance by DHL eCommerce of all of its obligations in respect of that Shipment;
 2. Sender shall indemnify DHL eCommerce against any additional expense so incurred;
 3. Sender shall indemnify DHL eCommerce against any and all claims whatsoever brought by any third party in respect of the Shipments; and
 4. DHL eCommerce may, without notice to Sender, provide any state, country, international governmental organization or other relevant authority with full information about the Shipments, including the identities of all parties which have any legal, financial or commercial interest in the Shipments.

10. Limitation of Liability regarding Delay of Delivery

DHL eCommerce will make every reasonable effort to deliver the Shipment according to DHL eCommerce's regular delivery schedules, but these schedules are not binding and do not form part of the contract. DHL eCommerce is not liable for any damages or loss caused by delay.

11. Force Majeure

DHL eCommerce is not liable for any loss or damage arising out of circumstances beyond DHL eCommerce'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 eCommerce; any act or omission by a person not employed or

contracted by DHL eCommerce, e.g. Sender, Recipient, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, hurricane, storm, flood, fog, radiation contamination, pandemic, war, plane crash or embargo, riot or civil commotion, industrial action or disputes.

12. Warranties of Sender and Indemnification

The Sender shall indemnify DHL eCommerce from liability for loss or damage resulting from Sender's failure to comply with the following warranties and representations:

1. all documents and information provided by the Sender or its representatives are complete and accurate;
2. the Shipment is acceptable for transport under Section 4 above;
3. the Shipment was prepared in secure premises by reliable persons and was protected against unauthorized interference during preparation, storage and any transportation to DHL eCommerce;
4. the Shipment is correctly labeled, addressed and packaged so as to ensure safe transportation with ordinary care in handling;
5. the Sender has complied with all applicable customs, import, export, data protection laws and regulations, sanctions, embargoes and other laws and regulations; and
6. the Sender has obtained all necessary consents to provide DHL eCommerce with personal data including Recipient's data as may be required for transport, customs clearance and delivery.

13. Data Protection

In the event any information submitted by Sender to DHL eCommerce contains personal data that is subject to the protection of applicable privacy and data protection laws and regulations, DHL eCommerce shall limit the disclosure and processing of the personal data (to other members of the Deutsche Post DHL group of companies worldwide and relevant third parties) to such extent as is reasonably required to effect performance of the services, to manage and administer the Sender's account(s) with DHL eCommerce, to advertise products and services provided by DHL eCommerce (subject at all times to the Sender's right to decline and DHL eCommerce's compliance with applicable privacy and data protection laws and regulations) and for such other purposes as may be required by law, including, communicating the same to customs authorities. The Sender warrants that all personal data provided to DHL eCommerce has been fairly and lawfully obtained and the Sender has authority to disclose such personal data to DHL eCommerce for the purposes mentioned above. The Sender shall fully indemnify and keep DHL eCommerce fully indemnified against any and all liability incurred by DHL eCommerce as a result of such breach howsoever arising.

14. Final Provisions

- (1) Any dispute arising under or in any way connected with these GTC 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.
- (2) The invalidity or unenforceability of any provision of these GTC shall not affect any other part of these GTC.
- (3) A person who is not a party to these GTC may not enforce any term of these GTC under any laws purporting to grant such rights which is hereby excluded to the extent permissible but this does not affect any right or remedy of a third party which exists or is available apart from such laws.

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