

**DHL PARCEL INTERNATIONAL**  
**Terms and Conditions of Carriage**  
(hereinafter referred to as the “T&C”)

**1. General provisions**

- 1.1 These T&C apply to the cross-border delivery of parcels to the European Union countries as part of the DHL PARCEL INTERNATIONAL services provided by DHL (DHL Express (Poland) Sp. z o.o. with its registered office in Warsaw, entered in the commercial register of the National Court Register kept by the District Court for the City of Warsaw, Division XIII Commercial of the National Court Register, under number KRS 47237, share capital PLN 21,892,500, NIP [tax identification number] 527-00-22-391).
- 1.2 The countries to which parcels are delivered and the DHL PARCEL INTERNATIONAL services, including the weight and size of parcels divided into price categories, are defined in “DHL Parcel services price list – special price list” (“Price List”).
- 1.3 Services provided under these T&C are based on the Convention on the Contract for the International Carriage of Goods by Road (CMR); any terms and conditions, agreements and provisions contrary to the Convention shall not apply.

**2. Unacceptable goods**

- 2.1 The Sender declares that it will not send shipments which are unacceptable in accordance with these T&C.
- 2.2 The following is unacceptable for carriage:
  - 2.2.1 shipments whose contents, packaging, transportation or storage is against the law, including shipments whose contents infringe the intellectual property law, such as counterfeit or unlicensed copies of products;
  - 2.2.2 shipments which require special conditions of carriage, including devices (e.g. goods which must be transported in controlled temperature), safety measures or permits;
  - 2.2.3 shipments with contents or external properties which may cause injury or disease in people or other damage during transit;
  - 2.2.4 shipments containing live animals, parts of their bodies, dead bodies or human remains;
  - 2.2.5 shipments containing anaesthetics or narcotic drugs;
  - 2.2.6 shipments defined as dangerous or prohibited goods in the regulations of IATA or ICAO;
  - 2.2.7 shipments with an actual value exceeding EUR 25,000 gross; the value is without prejudice to the limitation of liability as defined in Section 6 hereof;
  - 2.2.8 shipments containing money, precious metals and stones, jewellery, watches, works of art, antiques or other valuables, cheque cards, credit cards, valid stamps or other means of payment or securities with a total value exceeding EUR 500;
  - 2.2.9 shipments addressed to people who are on the lists of sanctioned people or to embargoed countries;
  - 2.2.10 shipments with regard to which the Sender has made or intends to make the declarations specified in Article 24 and/or 26 of the CMR Convention. Stating the value of a shipment is not a declaration or a declaration of a special interest within the meaning of Article 24 and 26 of the CMR Convention;
  - 2.2.11 shipments containing weapons or parts thereof, imitation of weapons or ammunition;
  - 2.2.12 shipments which require customs clearance.
- 2.3 DHL is entitled to check shipments to see whether they contain goods which are unacceptable for carriage. A shipment which is also transported by air will be subject to regular checks and the Sender is obliged to prepare the shipment for such checks.

**3. Sender’s rights and obligation to cooperate**

- 3.1 The Sender is obliged to pack the shipment adequately and deliver it to DHL in a condition which enables its correct carriage without damaging other shipments in transit and its delivery without depletion or damage. In particular, the packaging should be properly sealed to make it impossible for unauthorised persons to access the contents, should be adequately durable according to the weight and contents of the shipment,

and should secure the contents inside to prevent them from moving. The external packaging of a shipment must not indicate its contents or value.

- 3.2 The Sender will (a) label the shipment as required by DHL on the largest surface of the packaging; (b) provide complete and true details of the shipment; (c) send electronic information about the shipment in a way agreed with DHL.
- 3.3 Sender's instructions concerning the special handling of the shipment are binding only if provided for by the Price List or the T&C. The Sender cannot demand that instructions given after the shipment is delivered to/accepted by DHL be taken into account, in particular instructions to withhold or redirect the shipment to a different address.

#### **4. DHL's services**

- 4.1 DHL carries shipments and delivers them to foreign enterprises for further transportation and delivery to the consignee in accordance with the procedure applied in a given country of delivery. DHL uses its best efforts to deliver the shipment within the time it anticipated. However, the times are not covered by an obligation on the part of DHL nor do they in any way constitute an element of an agreement, i.e. DHL is not obliged to keep to a specified delivery time.
- 4.2 DHL returns undelivered shipments to the place of dispatch where they should be collected by the Sender. Reshipment by DHL is subject to a separate charge.
- 4.3 In the event of selecting our additional service "Disposal", the shipment will be disposed of in the country of destination. DHL does not accept any offers aimed at the cancellation of that service from the Sender.

#### **5. Charges and additional costs**

- 5.1 Shipments are charged in accordance with the Price List. The Price List is available on [www.dhlparcel.com.pl](http://www.dhlparcel.com.pl). The prices in the Price List are net prices and will be subject to VAT at the rate arising from applicable laws.
- 5.2 The Sender will cover costs exceeding the agreed charge, incurred by DHL in the Sender's interest in connection with the shipment (charges for returning the shipment, storage, shipping security, etc.). The Sender will indemnify DHL in this respect against any third party claims.
- 5.3 DHL has the right to verify its charges for the services provided. In particular, DHL has the right to verify the weight, size and other features of shipments. Any discrepancy between those details and the information given by the Sender may result in changing the price for the service provided, in particular by adding a non-standard shipment charge.

#### **3. DHL's liability**

- 3.1 DHL is liable in accordance with the CMR Convention.
- 3.2 DHL's liability other than for damage, loss or depletion of a shipment is limited to the amount of loss suffered, providing that the damages paid may not exceed the lower of the basic charge for the service or PLN 500.
- 3.3 DHL will not be liable for any lost profit or consequential damage of the Sender.
- 3.4 The Sender has no right to make any deduction from DHL's fee without DHL's written consent.
- 3.5 The Sender may not transfer its claims against DHL to any third party without DHL's prior written consent.

#### **4. Insurance**

- 4.1 Every shipment compliant with these T&C is insured against the risk of loss or damage, at no additional charge and independently of the liability of DHL, up to its full value, but in any case no more than a maximum of EUR 500 ("*Standard Transport Insurance*").
- 4.2 If the Sender regards the above limit as insufficient it can request DHL to arrange additional insurance for its benefit ("*Additional Transport Insurance*"), provided the respective shipment is compliant with these T&C and the Sender pays the applicable insurance premium. The Additional Transport Insurance shall cover the Sender's interest in the shipment against the risks of loss and damage up to the agreed sum. In the absence of any Additional Transport Insurance, the Sender assumes all risks of loss or damage exceeding the higher of DHL's liability under Section 6 or (if applicable) the limit of the Standard Transport Insurance under par.

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4.3 The insurance does not cover:

- 4.3.1 shipments listed in Section 2 “Unacceptable goods”,
- 4.3.2 shipments whose packaging gives an indication of the value of the shipment,
- 4.3.3 shipments damaged due to missing or defective packaging,
- 4.3.4 shipments damaged intentionally by the Sender or the consignee,
- 4.3.5 shipments in respect of which claims were made after the limitation period.

## 5. Final provisions

- 5.1 The administrator of personal data of natural persons ordering the services covered by these T&C is DHL Express (Poland) Sp. z o.o. with its registered office in Warsaw, at ul. Osmańska 823, 02-823 Warszawa. The data are processed for the purpose of contract execution and service provision. Interested persons have the right to access their personal data and correct them. The provision of these data is voluntary, but without the data mentioned the contract cannot be executed and the services cannot be provided.
- 5.2 Polish law and, in particular, the CMR Convention will apply to matters not settled in these T&C.
- 5.3 These Terms and Conditions come into force on 1 September 2015.