



**CREDIT APPLICATION AND COMMERCIAL AGREEMENT WITH TERMS AND CONDITIONS
(INCORPORATING A DEED OF SURETYSHIP)
(the “Application Agreement”)**

Concluded by and between:

DHL WORLDWIDE EXPRESS ETHIOPIA PLC

Registration no. MCIT/PCS/003/2008

TIN registration no.:0000017418

Slip Road from Megenagna to Imperial Hotel, Infront of Anbessa Garage

PO Box 184, Code 1110, Addis Ababa, Ethiopia

(hereinafter referred to as “DHL” in Parts A and B or “Creditor” in Part C)

Legal name of Customer

(Trading as

)

(hereinafter referred to as “Shipper” in Part A, “Customer” in Part B or “Principal Debtor” in Part C)

Street address

Postal code

Telephone no.

Contact person for payment

E-mail address

Legal entity (indicate one):

Share Company	Private Limited Co	One Person PLC	Sole Proprietor	Partnership (GP/LP/LLP)	Other
If Other, specify nature of legal entity					
Registered office				Date established	
Registration no.				(Please attach registration certificate)	
VAT/TIN no:				(Please attach copy of VAT/TIN certificate)	
Director's/Owner's/Shareholder's/Partner's/Sole Proprietor's full name:					
I.D. no: (or if legal entity, registration no.)					
Address					
E-mail address			Phone no.		
Director's/Owner's/Shareholder's/Partner's/Sole Proprietor's full name:					
I.D. no: (or if legal entity, registration no.)					
Address					
E-mail address			Phone no.		
Business bank		Branch		Account no	

Initial


Customer contact information:
1.Primary contact details:

Full name	<input type="text"/>	Phone no.	<input type="text"/>
Address	<input type="text"/>	Email	<input type="text"/>
Position	<input type="text"/>		

2. E - Billing contact details:

Full name	<input type="text"/>	Phone no.	<input type="text"/>
Address	<input type="text"/>	Email	<input type="text"/>
Position	<input type="text"/>		

3. E - Secure contact details:

Full name	<input type="text"/>	Phone no.	<input type="text"/>
Address	<input type="text"/>	Email	<input type="text"/>
Position	<input type="text"/>		

4. Operations contact details:

Full name	<input type="text"/>	Phone no.	<input type="text"/>
Address	<input type="text"/>	Email	<input type="text"/>
Position	<input type="text"/>		

Account/s requested: DHL to complete where applicable:

Domestic/Export Account **Import Account** **Customs Clearing VAT and Duty Account**

Registered exporters code/importers code:

(This is a requirement for opening a Customs Clearing VAT and Duty Account for exports/imports as promulgated in the Proclamation No. 286/2002)

The Customer hereby agrees that:

- It is deemed to be a Shipper as defined in DHL's Terms and Conditions of Carriage set out in Part A hereof and is accordingly bound by such Terms and Conditions of Carriage (which Terms and Conditions of Carriage may be updated from time to time by publication on DHL's website).
- It is bound by the Trading Terms and Conditions as set out in Part B hereof, irrespective of whether DHL grants it credit facilities or not.
- If granted, credit terms are strictly thirty (30) calendar days from date of statement for all Domestic Export and Import Account/s.
- If granted, at the discretion of DHL, credit terms are strictly seven (7) calendar days from date of invoice for all Customs Clearing Vat and Duty Account/s.
- The billing frequencies for all accounts shall be as per the standard DHL billing cycles from time to time which are currently weekly for all Domestic Export and Import Account/s and currently daily for all Customs Clearing Vat and Duty Account/s.
- DHL has the right to withdraw/suspend/limit any account facilities without notice, in its sole discretion, including if in DHL's sole reasonable opinion there is an increased risk of non-payment. This includes, but is not limited to accounts that are overdrawn, overdue, or not in regular use. All terms and conditions herein are without prejudice to parties' statutory rights.
- DHL reserves the right to convert a credit-based account to a cash-based/prepaid account in the event of overdue payment. All outstanding amounts on credit-based terms shall remain due and payable. For cash-based customers, invoices are payable immediately. The Customer has the right to log a query within thirty (30) days from the invoice date.
- It is mandatory for all DHL import related accounts to be e-secured via DHL's web-based e-Secure tool.
- It is responsible for the payment of all Shipment charges and (destination) duties and taxes relating to any Shipment carried under its account/s.
- It is obliged to ensure its personal information is kept up to date on the relevant online platforms and shall ensure it notifies DHL of any changes in its personal data/records.
- It will select only trustworthy Shippers as users of its Import Account number/s and the distribution of those numbers will be limited to authorized Shippers only.
- In the event the Customer is a sales partner of DHL and in order to ensure the security of DHL's network, and in light of Customer's warranties relating to the Shipments, the Customer shall only sell to parties which will themselves be Shippers.
- Any person who has knowledge of and makes use of the Customer's account/s (whether or not such use is authorized by the Customer), is deemed to have entered into a contract with DHL on the Customer's behalf and as its agent in respect thereof.
- It will immediately notify DHL of any identified or suspected fraudulent or unauthorised use of the Customer's account number(s).
- Its Domestic/Export Account will only be used for outbound/export shipping and its Import Account will only be used for inbound/import shipping.
- DHL offers VAT and Duty Accounts exclusively to customers with an active freight account at its own discretion. Standalone VAT and Duty Accounts are not available.

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PART A
DHL EXPRESS
TERMS AND CONDITIONS OF CARRIAGE
("Terms and Conditions")
IMPORTANT NOTICE

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 the Shipper requires greater protection, then Shipment Value Protection 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

6.1 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 Shipment Value Protection 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.

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6.2 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 Value Protection

DHL may be able to arrange shipment protection for loss of or damage to the Shipment, covering the full value of the goods, provided that the Shipper so instructs DHL in writing, including by completing the Shipment Value Protection section of the Waybill or by using DHL's automated systems and pays the applicable charge. Shipment Value Protection 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.

11. Routing

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 (<https://mydhl.express.dhl/>) and the relevant country site or from local DHL Customer Service.

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PART B
DHL EXPRESS
TERMS AND CONDITIONS OF CREDIT
("Trading Terms and Conditions")

1. These Trading Terms and Conditions apply to all business currently conducted or to be conducted by DHL for the Customer. Any conflicting terms and conditions of the Customer are expressly excluded.
2. The Customer hereby agrees that DHL will provide it with courier (including ancillary) services (hereinafter, "Services") and, if granted, credit facilities (together with the offered pricing in relation to expected volumes, which expected volumes may be documented in separate exchanges, if any), upon and subject to, the terms and conditions set out in this Application Agreement, including Parts A and B hereof.
3. Standard Services will be performed during the normal hours of operation as designated by DHL from time to time and exclude public holidays and weekends.
4. Unless otherwise agreed in writing by an authorized DHL signatory in a separate agreement or rate card (or similar document), (hereinafter, "Rates Agreement"), DHL's fees, charges, surcharges and rates (hereinafter, "Rates") for all Services provided by it, including for optional Services or Services not referred to in the Rates Agreement, or in respect of specific lanes or destinations not referred to in the Rates Agreement, shall be as stated in the schedule of DHL's applicable tariffs as published by it from time to time (hereinafter, "Schedule of Tariffs"). The Schedule of Tariffs are available on request and may also be found on the relevant country website. Rates are exclusive of any value-added or sales taxes, which taxes are payable by the Customer in addition to the Rates.
5. DHL's Rates are subject to an annual general increase, which typically occurs on the first day of January of every year, and to ad hoc increases from time to time, as a response to market factors such as, but not limited to, an increase in inflation rates or fuel prices or regulatory fees. DHL will typically increase Rates on prior notice except for the implementation of any emergency surcharge in respect of which no prior notice is required.
6. The Rates shall be adjusted monthly based on the monthly USD to ETB conversion rate, at the beginning of every month as per the selling rate of commercial bank of Ethiopia.
7. The Rates contained in any Rates Agreement with the Customer may, with the prior written consent of an authorized signatory of DHL, be extended to any holding company, subsidiary or affiliate of the Customer but may not otherwise be extended to any third party.
8. The Rates Agreement is based on projected revenue for anticipated volumes as provided by the Customer. In the event of a shortfall on the projected revenue (whether for a specific service offering or for all service offerings) or in the event of a substantial change in the volume, weight or destination mix, DHL reserves the right to revise the Rates payable in terms of the Rates Agreement, or to invoice the Customer on the basis of its then current Schedule of Tariffs, in its sole discretion.
9. DHL will re-measure and reweigh shipments to ensure the proper charges are applied, and reserves the right to collect any additional amounts if the declared measurements or weight are found to be inaccurate.
10. With appropriate regards to applicable laws and regulatory guidelines DHL may charge the Customer the following surcharges, notwithstanding any Rates Agreement: (i) fuel surcharges for road or air transport which may be applied or adjusted in accordance with the methodology described on the relevant DHL website (currently, http://www.dhl.com/en/express/shipping/shipping_advice/express_fuel_surcharge.html); (ii) governmental and regulatory increases stemming from any governmental or regulatory practices, surcharges, procedures or regulations, which result in increased cost to DHL (e.g. IATA security surcharges) which will be passed on to the Customer; (iii) emergency surcharges to recover costs associated with emergency situations beyond DHL's control, including but not limited to, emergency situations that may arise as a result of and/or be caused by disease outbreaks, epidemics, elections, pandemics, civil unrest, natural disasters and/or any other emergency situations; or (iv) peak season and/or demand surcharges (in addition to the transport rates and any other applicable charges) applicable to shipments during a peak period, which shall be determined by DHL in its sole discretion, but which may include a time of high demand for shipping services or a period with high operational costs, as may be described more fully on the relevant DHL website (currently, <http://mydhl.express.dhl/>); and/or (v) a currency surcharge on all international shipments, in accordance with the methodology described on the relevant DHL country website, in the event of the local currency devaluing against the United States Dollar, DHL being the sole arbiter of whether any local currency has devalued against the United States Dollar and whether and at what percentage a currency surcharge should be implemented. Surcharges shall apply cumulatively if a shipment and/or individual pieces meet more than one of the specified criteria. DHL may introduce further surcharges at its own discretion.
11. For security reasons, Customer must inform DHL in advance of any proposed Shipment with a value exceeding the amount determined by DHL from time to time (currently, EUR 500,000 or local currency equivalent for insured shipments and EUR 1,000,000 or local currency equivalent for uninsured Shipments). DHL shall be entitled to decline to provide Services in respect of any such Shipment, in its sole discretion, but should it choose to provide Services, any information submitted to DHL by the Customer in this regard shall not be deemed to be a special declaration of value or interest; nor shall it place upon DHL any obligation to make any declaration in respect thereof or to exercise any special duty of care; nor shall it increase or otherwise affect DHL's liability in relation thereto.
12. Where DHL disburses taxes or duties for the Customer, a duty tax importer fee is payable by the Customer, calculated as a percentage of the taxes and duties so disbursed, subject to a minimum duty tax importer fee. The percentage at which the duty tax importer fee is calculated, and the minimum duty tax importer fee is set out in the Rates Agreement or, failing this, as stated in the Schedule of Tariffs.
13. The Customer specifically agrees that DHL may invoice the Customer electronically via electronic data interchange or via any other electronic method, including the use of MyBill, which are web-based programs that provide copies of invoices and other Shipment data and details, or via hard copy invoices. The Customer further specifically agrees to be responsible for looking up any and all supporting documentation relating to any Shipment, including duplicate airway bills and proof(s) of delivery, by using the MyBill tools (or any successor tool) provided by DHL. The Customer agrees that additional charges may apply if the Customer requests separate invoices/billing for each Shipment. The Customer further agrees that such request may only be made within three (3) months from Shipment date. After three (3) months from Shipment date, the request will not be valid. If the request is made after the Customer has already been invoiced for the Shipment, such request shall not delay the due date for payment which shall be determined with reference to the date of the original invoice.
14. All amounts invoiced by DHL to the Customer shall be paid without deduction or set-off for any reason.
15. All payments by the Customer to DHL shall be accompanied by a remittance advise in which the Customer informs DHL how such payments are to be allocated. In the event of the customer failing to allocate any payment made by it within sixty (60) days thereof, DHL reserves the right to allocate any such payment towards the settlement of any unpaid amount, as it sees fit.
16. In the event that the Customer does not pay any amount owed by it to DHL on due date, all other amounts owed by the Customer to DHL shall, should DHL so elect, immediately become payable, even if not yet due for payment.
17. The Customer hereby chooses its street address set out on page one of this Application Agreement as its chosen domicilium citandi et executandi (i.e., its address for service and/or delivery of court process, notices and/or documents) for all purposes arising out of this Application Agreement or at law, and further expressly acknowledges that it shall accept service and/or delivery of any court process, notice or document at such street address or via email sent to its email address set out on page one of this Application Agreement, where permitted by applicable law.

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17. The Customer authorizes DHL to provide credit information concerning the Customer to any credit bureau or credit provider and to request information concerning the Customer from any credit bureau or credit provider, for any lawful purpose, including, without limitation, the creditworthiness of the Customer, or tracing the Customer in accordance with applicable legislation. The Customer further authorizes DHL to furnish information concerning the Customer to law enforcement agencies or organizations for any lawful purpose or upon request, including for the purposes of denied party screening, suspicious transactions (including, but not limited to, large cash transactions) or any other anti-terrorism or anti-money laundering laws or regulations.
18. This Application Agreement, which incorporates DHL's Terms and Conditions reflected in Part A above (which may be updated by DHL from time to time) and these Trading Terms and Conditions, contain the entire and only agreement between the Customer and DHL in respect of the subject matter thereof and replaces any prior agreements, whether oral or written, in relation to the subject matter hereof.
19. The limitations of liability as stated in the Terms and Conditions reflected in Part A above shall apply in respect of any and all claims of whatsoever nature, and howsoever arising, whether in contract, tort or delict, whether directly and/or indirectly and/or vicariously, and in any way related to, arising out of, or pursuant to, Shipments and/or the Services, regardless of whether any such claim arises in relation to the performance of this Application Agreement or arises extraneously to the performance of this Application Agreement.
20. No waiver of or amendment of this Application Agreement and/or DHL's Terms and Conditions shall be binding on DHL unless reduced to writing and signed by the duly authorized signatory/ies of DHL.
21. DHL may request the Customer to sign an updated Application Agreement (or other such replacement agreement) from time to time. If the Customer refuses, it may terminate this Application Agreement upon three (3) calendar days' prior written notice to DHL, failing which the terms and conditions of the updated Application Agreement (or other such replacement agreement) will be deemed agreed (for the avoidance of doubt, this shall not affect any suretyship provided in this or any previous Application Agreement, which shall remain of full force and effect). This Application Agreement may be terminated by either party, for cause or for convenience, by giving thirty (30) days' written notice of termination to the other, or in the case of material breach, upon five (5) days' prior written notice. DHL may discontinue, amend and/or restrict the availability of the Services with immediate effect upon written notice thereof to the Customer. DHL shall be relieved of any liability (including but not limited to any liability arising directly and/or indirectly from service disruption, non-performance or delays) in the event of any circumstances outside of DHL's reasonable control, including, but not limited to, earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, election, industrial action, disease outbreaks, epidemics, pandemics, any governmental action/s and/or any associated capacity restrictions.
22. This Application Agreement shall supersede and take precedence over any and all prior agreements, whether verbal or written, between the parties. DHL shall not be bound by any terms and conditions or click wrap agreements imposed by the Customer through access to the Customer's online portals, which DHL may be required to access in order to perform its services. The Customer and DHL agree that such access shall not be construed as acceptance of any terms and conditions or agreements associated with the portals. This clause shall take precedence and serve to waive any terms and conditions that DHL may be mandated to accept in order to access the portals. No other agreements shall be deemed valid or enforceable unless explicitly stated in this Application Agreement.
23. The Customer agrees that DHL reserves the right to charge penalties in accordance with the mandatory provisions on late payment interest in the country of payment, or in the absence of such mandatory provisions, at a local interest rate as specified by DHL, calculated monthly and accrued daily on the balance overdue.
24. Should the Customer dispute any amount on any invoice, it must inform DHL of such dispute within thirty (30) calendar days of the invoice date, by addressing a notice in writing to the correct person within DHL designated by DHL to deal with disputes on invoices, providing a complete description of the dispute including any relevant documents, and must pay any amount/s on such invoice/s that are not disputed, failing which the Customer shall be precluded from contesting or disputing the correctness of the amount on the invoice.
25. In the event that DHL institutes legal proceedings against the Customer, the Customer agrees to pay DHL's legal costs on the highest possible punitive scale or tariff permitted by applicable law.
26. A certificate signed by any director or manager of DHL in respect of any indebtedness of the Customer to DHL, or as to any other matter, fact or thing, including, without limitation, as to the Schedule of Tariffs, or the rate of interest payable by the Customer, shall be prima facie proof (i.e. proof on the face of it) of such indebtedness, fact, matter or thing, and may be used as proof in any legal proceedings.
27. The Customer consents to the non-exclusive jurisdiction of the division of the High Court, or equivalent upper court, in which the street address of DHL, as set out on page one of this Application Agreement, is situated and to the non-exclusive jurisdiction of any Magistrate's Court, or equivalent lower court, having jurisdiction over the Customer in accordance with applicable law, notwithstanding the amount of the claim.
28. This Application Agreement shall be interpreted in accordance with, and governed by, the law of the country in which the street address of DHL, as set out on page one of this Application Agreement, is situated. All disputes arising out of the relationship between DHL and the Customer shall be governed by the laws of the country in which the street address of DHL, as set out on page 1 of this Application Agreement, is situated, as shall any other dispute, unless that other dispute arises out of the Terms and Conditions, in which case the governing law clause referred to therein shall apply.
29. DHL will comply with applicable law when processing personal information, including any personal information contained in this Application Agreement. The Customer acknowledges that any personal information disclosed by it to DHL will be processed by DHL for the purposes of its legitimate interests and functions; that personal information may be disclosed to other members of the DHL Group or to the business associates of DHL involved in providing services to the Customer; that personal information may be disclosed to third parties who assist DHL with its internal functions; that personal information may be used for the marketing (direct/indirect) to the Customer of DHL's similar products and services (only) and that Customer may withdraw consent to receiving marketing (direct/indirect) at any time; and that, if necessary, personal information may be transferred outside the country in which the Customer is domiciled, for the purposes identified herein. To the extent required by applicable law, the Customer hereby consents to the processing of personal information, including the personal information contained in this Application Agreement, for the purposes identified herein. For further information the DHL Data Privacy Policy can be found on <https://www.dhl.com/gb-en/home/footer/privacy-notice.html>.
30. The terms of this Application Agreement, and any associated documents or files, contain information confidential to DHL and its affiliates. Disclosure of any such information may only be made on a need-to-know basis to the employees of the Customer and its named representatives, who have agreed in writing to be bound to confidentiality with respect to the information, and shall not be disclosed to any third party.
31. For the purposes of this Application Agreement, the Customer acknowledges that all agreements, contracts and acknowledgments executed in connection herein shall require the Customer's signature in wet ink or original form for such to be valid and enforceable. This Application Agreement may be signed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same agreement as at the date of signature of the party last signing.

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☐ I consent to receive direct marketing and other forms of communication related to DHL products and /or services, including invitations to participate in customer satisfaction surveys from DHL Express and/or its Group of companies. You may opt-out of receiving direct marketing communications at any time by contacting DHL Express customer service, your sales representative or by following the opt-out/unsubscribe instructions provided in the communications.
Please note should you elect not to consent to the above you acknowledge that you may not receive communications related to latest news updates which includes but is not limited to service disruption updates.

Signed by the Director(s)/Owner(s)/Member(s), Partner(s)/Proprietor on behalf of the Customer at on..... who warrant/s that he/she/they is/are Director(s)/Owner(s),/ Partner(s), Proprietor(s) of the Customer, duly authorised to sign on behalf of the Customer and to bind the Customer to all terms and conditions within this Application Agreement, and who warrant/s that he/she/they is/are not an unemancipated minor/s nor subject to an order of a competent court holding her/him/them to be mentally unfit and that the Customer is not subject to an administration or debt rearrangement order or to business rescue proceedings and that this Application Agreement is for a purpose related to the Customer's business.

Capacity: Director/Owner/Partner/Proprietor:

Capacity: Director/Owner/Partner/Proprietor:

Full name:

Full name:

Signature:

Signature:

Date:

Date:

As witness: name:

As witness: name:

Signature:

Signature:

Signed by DHL, aton who warrant/s that he/she/they is/are Director(s)/Manager(s) of DHL and is/are duly authorised to sign on behalf of DHL.

Capacity: Manager/Director:

Capacity: Manager/Director:

Full name:

Full name:

Signature:

Signature:

Date:

Date:

PART C DEED OF SURETYSHIP/S (TERMS AND CONDITIONS OF DEED OF SURETYSHIP/S)

The party/ies signing as surety/ies hereunder (the "Surety/ies") hereby bind/s himself, herself, itself or themselves (as the case may be) to DHL (the "Creditor") as surety/ies for and co-principal debtor/s in solidum with the Shipper specified on the first page of the Application Agreement prefixed hereto (the "Principal Debtor") for the due and punctual payment and performance by the Principal Debtor of all debts and obligations of whatever nature which the Principal Debtor may now or in the future owe to the Creditor, including any debts and obligations of the Principal Debtor arising in terms of the said Application Agreement prefixed hereto.

1. Capacity: Director/Manager full name:

As witness name:

Identity no.:

Signature:

Place: Date:

As witness name:

Signature:

2. Capacity: Director/Manager full name:

Signature:

Identity no.:

Place: Date:

Signature:

PART D

OFFICE USE

Sales territory:

Existing Customer account:

Sales executive:

Projected spend p/m:

Signature:

Initial