

GENERAL TERMS AND CONDITIONS OF SALE DHL EXPRESS

Version of August, 28th 2024



ARTICLE 1 - PURPOSE AND SCOPE OF APPLICATION

The purpose of these General Terms and Conditions of Sale (hereinafter "GTCS") is to establish the terms applicable to the services provided, in any capacity whatsoever, by DHL International Express (France) SAS, a French corporation (société par actions simplifiée) with share capital of 19 347 230 euros, having its registered office at 53 avenue Jean-Jaurès, 93350 Le Bourget, registered in Bobigny under number 494 956 774 thereafter designated as "DHL".

By using DHL services, you accept the following conditions:

1. Where applicable, the Special Terms and Conditions applicable to the services in question (applicable only if you are a professional);
2. Our General Terms and Conditions of Sale (GTCS);
3. Our Money-Back Guarantee Terms and Conditions;
4. Our General Terms and Conditions of Transport (GTCT), with the exception of the clauses identified below.

These documents, hereinafter collectively referred to as "the Contractual Conditions," form the contract between you and DHL. The Contractual Conditions are available at any time on our website https://www.dhl.fr/fr/dhl_express.html and can be downloaded or sent to you upon request.

In case of contradiction between these documents, the order of priority is as indicated above.

The applicable DHL Contractual Conditions are those in effect at the time of the conclusion of the contract. These Contractual Conditions may be modified at any time by DHL.

The professional Customer expressly waives the benefit of its general purchasing conditions.

Contractual relations are governed by the DHL Contractual Conditions listed above, without prejudice to application of Standard Contracts included in the French code of transport, of the Geneva Convention, known as CMR in the case of international road transport, of the Warsaw or Montreal Conventions in the case of air transport as well as any amendments which may be made to them.

ARTICLE 2 - DEFINITIONS

Piece: An object or material package comprising several objects, packaged regardless of the nature, the weight, dimensions and volume, representing a single load when submitted to DHL, packaged by the sender before submission, even if the content is detailed in the transport contract.

Special Conditions applicable to the services in question: where applicable, specific contractual conditions (Service Contract, Framework Agreement, etc.) applicable between DHL and the Instructing Party (professional only).

Instructing Party: The client (sender, third party, loader or other) professional or consumer (as defined in the preliminary article of the Consumer Code) contracting with DHL.

Shipment: Pieces, document or set of Pieces and/or documents effectively submitted to DHL at the same time, for which transport is requested by the same Instructing Party for the same consignee from a single loading location to a single unloading location and covered by the same transport contract.

"DHL Express Easy" offer: Simplified shipping offer, marketed in DHL agencies, DHL stores, and through certain DHL partners, including transportation services, packaging provision, and compensation conditions that deviate from those stipulated in DHL's General Terms and Conditions of Transport for customers who do not have a DHL account (consumers only).

Transport Operations: Services related to the carrying out and/or the organization and the management of Shipments from and to all destinations.

Customs Operations: all customs formalities carried out by DHL or its subcontractor DHL Aviation (France) (SAS with a capital of 38,113 euros, head office: 53 avenue Jean-Jaurès, 93350 Le Bourget, RCS Bobigny n°421 985 318) for the import or export of a Shipment. In this context, DHL and DHL Aviation (France) act as 'Registered Customs Representative', a term by which they are hereinafter referred to.

ARTICLE 3 - OBLIGATIONS OF THE INSTRUCTING PARTY

3.1 Payment

The Instructing Party undertakes undertakes to pay the price of the Transport Operations and any other services performed by DHL, in accordance with the terms set out in these GTCS.

3.2 Conditioning, packaging, marking, labelling

The Shipment must be submitted by the Instructing Party already conditioned, packaged, marked and labelled, so that they can withstand the Transport Operations and in general all operation to be performed and be delivered to the consignee under normal conditions.

The goods should not be a cause of danger for the drivers or the handling personal, the environment, the security of the cargo, the other transported or stored goods, the vehicles or for the third parties.

The Instructing Party takes sole responsibility for the choice of conditioning and its adequacy to bear the transport and the handling.

In case of the Instructing Party entrusts goods in breach of the aforesaid specifications to DHL, those will travel at the own risk of the Instructing Party under disclaims of any responsibility of DHL. The Instructing Party will be held solely responsible for the damages of any kind caused by the goods without any recourse against DHL.

Every Shipment, object or load unit must be clearly marked so that the following information can be quickly and unequivocally identified: the shipper, the destination, the consignee, the place of delivery and the nature of the goods. The information on the label should correspond to those on the transport contract.

The Instructing Party takes responsibility for all consequences of absence, insufficiency or defects in the conditioning, packaging, marking and/or labelling.

3.3 Declaration obligations

The Instructing Party guarantees that the nature and characteristics of the transported goods as well as other information related to those goods and their use, given by him or its representatives are accurate and complete.

The Instructing Party responds to any failure to fulfil the obligation of information and declaration regarding the nature and characteristics of the goods, in particular those hidden because of their value and/or the desires that they are likely to rise to, their dangerous nature and their fragility.

The Instructing Party shall solely bear the consequences resulting from declarations or supporting documents that are false, erroneous, incomplete, inapplicable or lately submitted, including the necessary information for the transmission of any summary declaration required by the customs legislation, in particular for the goods transported from or to third party countries.

3.4 Deliveries not accepted or restricted

The Instructing Party explicitly guarantees that she will not deliver to DHL illegal or prohibited goods. The Instructing Party must not carry out Shipments considered as unacceptable to DHL. The unacceptable Shipments are described in DHL General Terms and Conditions of Transport and on the DHL Website under the "Conseils d'expédition" tab.

In addition, certain items are subject to restrictions based on their nature or value (hereinafter referred to as "Restricted Shipments"), in particular, Items of art, jewelry, electronic cigarettes, tobacco, watches, etc.

These Restricted Shipments are subject to authorization by DHL after examination.

3.5 Customs Formalities

If Customs Operation must be carried out, the Instructing Party guarantees the Registered Customs Representative for any financial consequences arising from erroneous instructions, inapplicable documents, or any other irregularities leading generally to the assessment of the duties, additional taxes, fines etc. from the relevant authority.

The Instructing Party acknowledges that in the event of irregularities or inconsistencies between the documents provided by the Instructing Party concerning the customs value of a Shipment, whether for export or import, DHL shall base itself on the transaction value shown on the invoice, adjusted if necessary, or shall apply the secondary methods in force for assessing value. DHL shall then be entitled to rectify any required documentation.

In case of clearance of goods benefiting from preferential treatment concluded or accepted by the European Union, the Instructing Party should guarantee to have undertaken any enquiries required by the disposals of the Community Customs Code to ensure that all the preferential treatment conditions have been respected.

The Instructing Party must, upon request of the Registered Customs Representative aiming at ensuring, within the prescribed time limit, deliver to the latter any information required by the customs legislation.

The non-provision of this information in the deadline aims at making the Instructing Party liable for all prejudicial consequences of breach in event of delay, additional taxes, damages etc.

However, as goods quality and/or technical standardisation rules fall under the sole responsibility of the Instructing Party, the latter must provide the Registered Customs Representative with all documents (test, certificate, etc.) required by the legislation for their circulation. The Registered Customs Representative does not incur any liability for the non-compliance of the goods with said quality or technical standardization rules.

3.6 Export Control

The Instructing Party expressly declares that the service he entrusts to DHL will not result in a breach by the Instructing Party, or by DHL, of any law, regulation or other applicable provision, whether in terms of economic sanctions, embargoes or export controls imposed by a government or any other competent authority. Otherwise, the Client will guarantee DHL against all recourses and / or any expenses incurred in this respect.

ARTICLE 4 - DELIVERY

The delivery is carried out under the conditions provided by DHL's General Terms and Conditions of Transport, which notably list certain cases where delivery is impossible.

Refusal or absence of the consignee

If the Shipment is refused by the consignee or in the absence of the consignee for any reason whatsoever, all initial and additional costs will be payable by the Instructing Party.

Shipment which, owing to the consignee, cannot be delivered within 24 hours of their arrival at the destination city shall remain in DHL warehouses (or those of its sub-contractors) at the expense and risk of the Instructing Party.

DHL reserves the right to invoice the waiting time and its consequences, in case of immobilisation of the vehicle and its crew beyond the usual deadline.

ARTICLE 5 - RIGHT OF INSPECTION

For security and/or control reasons, the Instructing Party expressly recognizes that DHL or any public authority may open and inspect any Shipment without prior warning to the Instructing Party.

Any damages (delay, Piece refused by the consignee, etc.) likely caused by such inspection will not give rise to any indemnity from DHL.

ARTICLE 6 - CUSTOMS CLEARANCE

When Customs operations must be carried out by the Registered Customs Representative or its substitute, the Instructing Party gives a mandate to the Registered Customs Representative to intervene as a customs representative, acting directly in the name and on behalf of the Client as provided for under :

- Article 18 of the Union Customs Code (Regulation (EU) No 952/2013 of 9 October 2013) and
- The order of April 13, 2016 as amended by the decree of May 31, 2018 relating to customs representation and the registration of customs representatives.

It is specified that this mandate is given only for customs declarations and excludes any substitution or representation of the principal by the Registered Customs Representative with the customs administration for any contentious act unless otherwise agreed in writing by the parties.

The direct representation mode will be applicable except imperative law foreseeing the opposite or the application of another imperative regulation in the country or countries where the Customs Operations are carried out.

ARTICLE 7 - WEIGHT OF SHIPMENTS

DHL reserves the right to check the weight specified by the Instructing Party and correct any weight error by applying the following rules:

The weight taken into account for Shipments (rounded up to the closest point) will be the higher of the two following weights:

- the actual weight as determined in the various DHL service centres via re-weighing, being understand that the using scales comply with the applicable regulations in terms of weight and measurements, or
- volumetric weight, that the rules for calculating volumetric weight depend on the transport service used. They are available upon simple request from the Customer Service Department or on DHL's website.

ARTICLE 8 - TARIFFS

8.1 Prices

Prices are calculated by applying the pricing in force on the date the Shipment is submitted.

Prices apply to the services performed during the working hours defined by DHL, which excludes holidays and weekends. The tariffs do not include the duties, taxes, fees and levies due in application of any regulation including tax or customs (such as excise, entrance fees, etc.), which will be charged extra where applicable.

In the context of operations subjected to the French value added taxes (VAT), the prices will be increasing according to the corresponding tax amount.

In the case of the French VAT is not mentioned on the original invoice, DHL will give to the Instructing Party a correcting invoice mentioning an overprice corresponding to the tax amount. This latter will pay the corresponding amount of VAT.

Price conditions are available upon simple request from the Customer Service or on DHL's website.

Pricing conditions will be subject to an annual increase at the start of each calendar year.

Any changes of the Transport Operation, in particular any change of itinerary, any immobilisation of vehicle and/or its crew, not attributable to DHL could lead to a readjustment of the price conditions applicable to Transport Operation.

Prices applied to the professional Instructing Party are determined based on a volume of services defined by the Instructing Party.

In the event that this volume is not achieved during three (3) consecutive months, DHL should have the right to unilaterally revise prices according to actual Shipment volume.

8.2 Fuel surcharge

Each Shipment is subject to the invoicing of a fuel surcharge in addition to the rate mentioned in article 8.1. The fuel surcharge is subject to monthly indexing according to the terms specified on the DHL's website under the heading "Fuel surcharge".



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No. TVA FR 57 494 956 774
mydhlexpress

Service Clients (Client Professionnel) : **0825 10 00 80** Service 0,18 € / min + prix appel
Service Clients (Client Particulier) : **0809 400 213** Service gratuit + prix appel

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8.3 Options and surcharges

In addition to the rates mentioned in article 8.1, DHL will charge the Instructing Party for surcharges and options chosen by the latter, according to the terms specified on a list of options and surcharges available on request to Customer Service or on the DHL's Website.

The list of options and surcharges can be changed at any time by DHL.

8.4 Additional charges

Any surcharge, temporary or definitive, attributable to national or international legislation or regulations (e.g. strengthening of IATA conditions), will be invoiced by DHL to the Instructing Party 30 calendar days after the sending to the latter of a written notification informing him of such invoicing.

8.5 Customs clearance

The amount of duties and taxes related to Customs Operations is calculated according to the regulations in force.

To cover its costs (advance for customs and administrative handling), DHL will invoice in addition of the duties and taxes applicable a flat rate subject of the VAT according to applicable local rules.

8.6 Joint and several liability of the Instructing Party

In the event that the duties and taxes, shipping costs, transport costs and any other applicable fees should be paid by the recipient, the sender or any other person other than the Instructing Party, the latter remains jointly and severally liable and guarantor for the payment of the said applicable fees, whether vis-à-vis any administration, DHL or any third party, if the owing person is in default, whatever the reason, the Incoterms and / or the mode of representation defined between the parties.

8.7 Export Declaration

DHL reminds the Instructing Party that for any import of goods from third countries within the territory of the European Community, the sender of the goods is legally required to proceed to an Export Declaration.

In case where this Export Declaration is not made by the sender DHL could, in the interest of the Instructing Party, replace the sender to establish this Export Declaration.

The costs resulting from the establishment of this Export Declaration are based on several criteria such as in particular the kind of goods, its value and the origin country.

The Instructing Party expressly agrees that all costs incurred or suffered by DHL due to the establishment of the Export Declaration are directly charged to him and subject to VAT according to the applicable rules.

ARTICLE 9 - PAYMENT CONDITIONS

9.1 Billing frequency

Unless otherwise provided in the Specific Terms and Conditions applicable to the service in question agreed as the case may with a professional Instructing Party, DHL invoices the Transport Operations on a weekly basis and the Customs Operations on a daily basis.

This clause does not apply to consumers Instructing Parties.

9.2 Payment Deadline

For Instructing Parties who are consumers, payment is made in full when the Piece is handed over to DHL, except for transport services paid online, which are governed by Article 9.3 of these DHL GTCS. In the case of professional Instructing Parties, the invoices for transport services are payable within a maximum of 30 days from the invoice issue date. However, by way of exception, those relating to Customs Operations are payable upon receipt of invoice.

The Instructing Party is always responsible for payment.

Payment is due at the end of the above-mentioned payment period and the professional Instructing Party may not delay due to a prior request for information or documents of any kind whatsoever (proof of delivery, etc.).

At the agreed due date, any partial payment will be initially charged against the non-privileged part of the credits.

9.3 Online payment by bank card:

For the online bank card payment service, transport services are payable immediately.

To proceed with payment, the Instructing Party agrees to provide their credit card number via a secure payment system. DHL accepts cards from the Carte Bleue, Visa, Mastercard, and American Express networks.

The amount to be paid is initially based on a quote issued online by DHL according to the information provided by the Instructing Party. However, the final amount may vary after DHL weighs and measures the Shipment. If the final billed amount is higher than the initially communicated amount, the additional cost will be debited from the same account linked to the initially used credit card.

9.4 Late payment or non-payment

Regarding payment made by a professional Instructing Party only in case of irregular payment, incomplete or nonexistent, payment by the Instructing Party's fault, the resulting costs will be payable by this latter, and a civil and/or criminal lawsuit may be brought against the Client.

Pursuant to article L. 441-10 of the French Commercial Code, late payment penalties as well as a fixed compensation for recovery costs of the amount of 40 Euros (forty Euros) are due the day following the payment date stated on the above-mentioned invoice, in the event that the amounts due are paid after this date, and this without the necessity of a reminder without prejudice to damages and other expenses that DHL has the right to claim.

The late payment penalties will be claimed by DHL at the rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

This clause does not apply to Instructing Parties who qualify as consumers.

9.5 Lack of compensation

The mutual receivables and debts resulting from the fulfilment of the services cannot be compensated solely on the initiative of one of the parties.

9.6 Conventional lien

The Instructing Party explicitly recognises that DHL has a conventional lien including a possessory and general permanent preference lien on all goods, assets and documents in DHL's possession, guaranteeing the total receivables (invoices, interest, costs incurred, etc.) that DHL holds against it, even prior to or foreign to operations performed relating to the said goods, assets or documents.

9.7 Disputed invoice

Any disputed invoice must be notified to DHL by registered letter with acknowledgement of receipt, within 30 days following its date of issue. This clause does not in any way limit the Instructing Party's right to take legal action within the statutory time limits.

For an Instructing Party who qualifies as a consumer, the invoice issue date corresponds to the date of payment for the service by the Instructing Party.

All complaints relative to any losses, damages shall be ruled in accordance with paragraph 11.4 of the present GTCS.

9.8 Electronic billing: MyBill

The Instructing Party explicitly authorises DHL to issue its invoices by e-mail for all DHL services that meet the eligibility conditions of the MyBill service.

Each invoice, once issued, can be accessed at any time on DHL's website in the "Plus Services" section after authentication of the Instructing Party. The Instructing Party must specify the e-mail address at which it wishes to receive the invoices. The Instructing Party certifies the veracity and accuracy of the information given when registering for the MyBill service. It promises to inform DHL of any e-mail address change.

The Instructing Party will be free to view, download and/or print its invoices. The MyBill service is free of charge (excluding cost of Internet connection). The Instructing Party no longer receives a paper

copy of the invoice by regular mail.

The invoice is available on the Instructing Party's account for a period of twelve (12) months, except if this right is waived. If the Instructing Party wishes to keep its invoices for a longer period it can archive them on any medium.

The Instructing Party can cancel the MyBill service on written request by registered letter with acknowledgement of receipt. In this case, the Instructing Party will receive a paper copy of the invoice by regular mail by paying an additional fee per invoice.

ARTICLE 10 - CONTRACT WITH PROFESSIONAL INSTRUCTING PARTIES – DURATION – TERMINATION FOR BREACH

10.1 Duration

Except if otherwise provided in the Specific Terms and Conditions applicable to the services in question, any contractual relation between DHL and the professional Instructing Party have an undetermined duration.

Consequently, either party may terminate it at any time by sending a registered letter with acknowledgment of receipt, respecting a minimum notice period of:

- one (1) month when the elapsed time since the start of the relationship is less than or equal to six (6) months,
- two (2) months when the elapsed time since the start of the relationship is more than six (6) months and less than or equal to one (1) year,
- three (3) months when the elapsed time since the start of the relationship is more than one (1) year and less than or equal to three (3) years,
- four (4) months when the duration of the relationship is more than three (3) years, to which one week is added for each full year of commercial relations, without being able to exceed a maximum duration of six (6) months.

During this notice period, the Instructing Party should not reduce the volume of Shipments.

If the Instructing Party is in breach of its obligations during the notice period or the notice obligations are not observed, DHL shall have the right to compensation equal to the amount of the total invoices that DHL would have received until the end of the notice period.

DHL may terminate the contractual relation with immediate effect and without indemnity if the professional Instructing Party does not use its account within six (6) months.

10.2 Termination for breach

In the relationships between DHL and professional Instructing Parties, in the event of a serious or repeated breach by one of the parties to any of its obligations arising from the contractual relationship, the other party may, thirty (30) days after having given the other party a notice to perform its obligations by registered letter with acknowledgment of receipt remained unsuccessful, terminate ipso jure the contractual relationship, without prejudice to any damages.

ARTICLE 11 - LIABILITY

DHL in whatever capacity shall be held liable for the only justified directs prejudices.

The notion of justified direct loss excludes particularly the compensation for the loss of opportunity, the loss of exploitation, production, benefit, incomes and profits.

DHL's liability cannot be incurred for any loss or damage related to a case of force majeure, as defined by Article 1218 of the Civil Code and the jurisprudence of the Cour de Cassation or related to any exonerative cause of liability as covered by the laws, regulations, conventions and case law applicable to the particular mode of transport.

11.1.A Transport Operations

Subject to the exceptions applicable to consumers provided for in Articles 11.A and 11.1 B below, DHL's liability is determined in accordance with DHL General Terms and Conditions of Transport.

Specific Conditions for the "DHL Express Easy" offer

When the consumer Instructing Party proceeds with a Shipment via the 'DHL Express Easy' offer, the compensation conditions mentioned below are applicable in place of the compensation conditions provided by the DHL General Terms and Conditions of Transport.

- In case of shipment of document (EU and non-UE) and shipment of Piece in UE:

In case of loss or damage rendering the document unsuitable for its use or in case of loss or damage caused to the Piece, a compensation of **five hundred (500) Euros** will be paid by DHL regardless of the value of the content transported. This full and final compensation does not apply to delays, damages and / or losses due to circumstances beyond the control of DHL as provided by the DHL General Terms and Conditions of Transport.

- In case of shipment of non-UE Piece:

In case of loss or damage caused to the Piece, a compensation based on the declared customs value and transportation costs but up to a maximum total value of **two thousand (2000) Euros** will be paid by DHL. This compensation does not apply to delays, damages and / or losses due to the fault of the Instructing Party, the vice of the Shipment, insufficient packaging which constitutes, without limitation, exemption of liability for DHL.

In all cases, DHL in whatever capacity shall be held liable for the only justified directs prejudices.

The notion of justified direct loss excludes particularly the compensation for the loss of opportunity, the loss of exploitation, production, benefit, incomes and profits.

11.1.B Liability towards consumers in domestic road transport

By way of derogation from the provisions of the second paragraph of Article 6.1 of the GTCT, if the Instructing Party qualifies as a consumer, in the case of domestic Transport Operations, DHL's liability may be engaged under the conditions and limits provided for in the standard contract set out in Annex II of Article D. 3222-1 of the Transport Code.

With regard to DHL's liability in the case of International Transport Operations for which the CMR, the Montreal Convention, or the Warsaw Convention are applicable, the provisions of Article 6.1 remain applicable.

11.2 Late delivery - Indemnification

By way of derogation from Article 6.2 of the General Terms and Conditions of Transport, in the event of a delivery delay, the following provisions apply with regard to DHL's liability and the compensation due by DHL to the Instructing Party qualifying as consumer:

- In case of delay related to a domestic Transport Operation: Article 24 of the standard contract set out in the Annex to Article D. 3222-1 of the Transport Code;
- In case of delay related to an international Transport Operation carried out by road: Article 23 of the Geneva Convention (CMR);
- In case of delay related to an international Transport Operation carried out by air: Articles 19 and 22 of the Montreal Convention and, if the latter is not applicable, Articles 19 and 22 of the Warsaw Convention.

11.3 Customs Operations

performed by the Registered Customs Representative is limited to the lower of the following amount: twelve Euros and fifty Cents (12,5) per Customs Operation or 25% of the average value of goods shipped by the Instructing Party.

11.4 Time Limits for filing claims

By way of derogation from Article 7 of the General Terms and Conditions of Transport, the following provisions apply:

In the event of loss, damage or any other deterioration suffered by the goods, or in the event of delay, it is up to the consignee or receiving clerk to make all the necessary provisions and in general perform all actions needed to preserve the right to recourse within the statutory time limit applicable to the service in question.



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For Domestic Transport Operations:

- All claims for damage or partial loss must be made in writing and submitted to DHL within the limitation period provided by Article L. 133-3 of the Commercial Code, i.e., within three days from the receipt of the Piece (excluding public holidays). For consumer Instructing Party, this period is extended to ten days.
- For claims related to delivery delays, all claims must be made in writing and submitted to DHL within the period specified by DHL's Money-Back Guarantee Terms and Conditions. The Instructing Party's right to take legal action within the period provided by Article L. 133-6 of the Commercial Code is not affected by this provision.

For International Transport Operations carried out by road:

- All claims for damage or partial loss must be made in writing and sent to DHL within seven days from the delivery of the Piece (excluding Sundays and public holidays), in accordance with Article 30 of the CMR.
- Claims related to delivery delays must be made in writing and sent to DHL within 21 days from the date the Piece was made available to the recipient.

For International Transport Operations carried out by air, when the Montreal Convention is applicable:

- Under penalty of forfeiture, all claims for damage must be made in writing and delivered or sent to DHL within 14 days from their receipt.
- Under penalty of forfeiture, claims related to delivery delays must be made in writing and delivered or sent to DHL within 21 days from the date the Piece was made available to the recipient.

For International Transport Operations carried out by air, when the Warsaw Convention is applicable:

- Under penalty of forfeiture, all claims for damage must be made in writing and sent to DHL within 7 days from their receipt.

Under penalty of forfeiture, claims related to delivery delays must be made in writing and sent to DHL within 14 days from the date the Piece was made available to the recipient.

For other services, all claims must be made in writing and submitted to DHL within the period set by the Special Conditions applicable to the service in question or, in the absence of such stipulations, within the period provided by the regulations applicable to the service in question.

ARTICLE 12 - "AD VALOREM" INSURANCE

Unless otherwise provided for in the Specific Terms and Conditions applicable to the considered services providing for the provision by DHL of an Ad Valorem insurance, the Instructing Party may request the subscription for its account of an Ad Valorem insurance covering the monetary value of Shipment, subject to the payment of a premium and subject to acceptance by DHL.

No insurance is supplied by DHL without a written and repeated order for each Shipment, specifying the characteristics of the Shipment to be covered and the values to be guaranteed. If such an order is given, DHL, acting in the name and on behalf of the Client, contracts insurance with a reputable insurance company at the time of the cover.

DHL, acting as agent, cannot be considered under any circumstances as an insurer. The conditions of the policy are deemed known and approved by the Client. A certificate of insurance will be issued, if requested.

ARTICLE 13 - DATA PROTECTION

DHL commits, when processing personal data, to comply with the regulations regarding personal data protection and in particular the provisions of the French Data Protection Act No. 78-17 of January 6, 1978 as amended, of European Regulation 2016/679 of the European Parliament and of the Council of April 27, 2016 (hereinafter the "GDPR"), and any current or future law or regulation relating to this regulation.

DHL collects personal data (hereinafter the "Data"):

- from the Instructing Party, i.e., the customer (sender, third party, shipper, or other) who contracts the GTCS in order to use the transport services or any other services offered by DHL;
- from the third party to these GTCS who is, for example, the recipient (hereinafter the "Instructing Party's Client").

In this latter situation, DHL and the Instructing Party commit to process the personal data of the Instructing Party's Client in compliance with the regulations mentioned in the preamble of this article. DHL processes the data of the Instructing Party and the Instructing Party's Client in the following ways:

Purposes	Legal basis	Categories of personal data	Retention Period (Active Base)
Execution of the services outlined in the GTCS	Execution of the contract	Identification Data Contact Data	Duration of the contractual relationship
Commercial communications related to services similar to the contract (sending newsletters, promotional offers...)	Legitimate interest	Identification Data Contact Data	Duration of the contractual relationship, unless there is an objection
Evaluation of the satisfaction level of the Instructing Party and/or the Instructing Party's Client (email, SMS/MMS or phone satisfaction surveys)	Legitimate interest	Identification Data Contact Data	Duration of the contractual relationship

The Data processed by DHL is only communicated to authorized personnel, subcontractors, and other DHL providers such as carriers, logistics providers and IT providers who participate in the provision of services (hereinafter "Recipients").

The Data may be transferred outside the European Union, to countries recognized by the European Commission as guaranteeing an adequate level of personal data protection or to countries not recognized as such. In the latter case, DHL carries out its transfers following "binding corporate rules" (BCRs), appropriate guarantees in accordance with Article 46 of the GDPR. Information about these appropriate guarantees can be requested from DHL's Data Protection Officer.

The Instructing Party undertakes to transmit to DHL the Data of the Instructing Party's Client in compliance with personal data regulations.

The Instructing Party specifically guarantees having:

- lawfully collected the Data;
- communicated to the Instructing Party's Clients all the information, in accordance with Article 13 of the GDPR.

The Instructing Party and the Instructing Party's Clients concerned by Data processed by DHL have, depending on the circumstances, rights, including: the right of access to Data concerning them, a right to object, a right to rectification, a right to erasure, a right to restriction and a right to data portability. They can exercise their rights by sending their request to the Data Protection Officer:

- by postal mail at the following address: DHL International Express (France) SAS, Immeuble Le Mermoz - 53 Avenue Jean Jaurès - CS 80014-93351 LE BOURGET CEDEX;
- or electronically at the following address: frexp.dpo@dhl.com

They can also obtain more information about their rights by visiting the website www.cnil.fr and, if necessary, file a complaint with the National Commission for Information Technology and Civil Liberties (Commission Nationale de l'Informatique et des Libertés - CNIL)

ARTICLE 14 - TERMINATION AND NON-VIABILITY

If any of the clauses of these DHL EXPRESS' Contractual Terms and Conditions should be declared void or unwritten, all other clauses would continue to apply.

ARTICLE 15 - LAW AND JURISDICTION

French law is applicable.

In case of dispute arising from contractual relations or in case of any kind of contestation, even in case of warranty call or plurality of defendants, jurisdiction is assigned to the Paris Commercial Court. This clause does not apply to consumers, who retain the right to bring proceedings before the competent courts in accordance with the provisions of the French Consumer Code and the Code of Civil Procedure.

ARTICLE 16 - MEDIATION

In accordance with Articles L 611-1 and following of the Consumer Code, the Instructing Party, in the capacity of a consumer (within the meaning of the preliminary article of the French Consumer Code), can, in the absence of a response within two months or an unfavorable response to a complaint made under the conditions and modalities of Articles 9.7 and 11.4 of these GTCS, contact the Association of European Mediators (AME CONSO, hereinafter the "Mediator").

The referral to the Mediator by the Instructing Party, in the capacity of a consumer, can be made either by filling out the form provided for this purpose on the AME CONSO website: www.mediationconso-ame.com, or by mail addressed to AME CONSO, 197 Boulevard Saint-Germain - 75007 PARIS.

DHL also draws the attention of the consumer Instructing Party to the dispute resolution platform established by the European Commission. Further information is available on the following website: ec.europa.eu/consumers/odr.

The following DHL International Express (France) SAS General Terms and Conditions replace the previous Terms and Conditions and come into force on August 28, 2024.



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