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#### **Application of Tariff**

This tariff, general rules and regulations, shall apply to the transportation, handling and/or storage of shipments of goods, including incidental services, performed by DHL Global Forwarding. An international shipment is considered a shipment that moves from one country to another and crosses a recognized international border.

This Tariff shall be governed by all tariffs issued by DHL Global Forwarding and in effect at the time of the shipment. All rates, rules and other information contained in this Tariff are subject to change without notice. Please contact your local DHL Global Forwarding office for possible revisions.

### **Conditions of Carriage**

Transportation is effected subject to the "Conditions of Contract" printed on the reverse of each original of the air waybill and as per Warsaw Convention, Montreal Convention 1999, The Montreal Protocol and/or other respective protocols, superseded by the requirements of amended Resolution 600b effective 30 December 2009.

The "Conditions of Contract" printed on the reverse side of each original air waybill shall apply at all times while the shipment is being handled and shall be binding upon the shipper, the consignee and DHL Global Forwarding.

Please be advised that for air carriage subject to Montreal Convention 1999, the per kg limitation in respect of loss, damage or delay to cargo has been increased from 17 SDR to 19 SDR per kg, effective 30 December 2009.

### **Definitions**

**Advance Arrangements** means that the shipper must contact the Forwarder prior to tender of the shipment.

**(US)** Automated Export System (AES) a system operational at all ports in the United States for all methods of transportation through which export shipment data required by multiple agencies is filed electronically to Customs and Border Protection, using the efficiencies of Electronic Data Interchange.

(CA) CAED is a similar system used in Canada for filing the B-13 Export Declaration to Statistics Canada. For Proof of Reporting to both CBSA and the carrier, the POR (Proof of Report) number is indicated on the manifest or master air waybill as proof that the shipment has been filed and reported prior to export.

**Air Waybill** means the nonnegotiable document made out by or on behalf of the shipper which evidences the contract between the shipper and DHL Global Forwarding for carriage and other handling of the consignment.

**Carriage** is equivalent to transportation and refers to the entire transportation, loading, unloading, storing, handling and any and all other services whatsoever undertaken by DHL Global Forwarding in relation to the goods covered by the air waybill.

Chargeable Weight means the greater of actual or dimensional weight.



C.O.D. means Collect on Delivery

**Collect on Delivery** means an arrangement between the Shipper and DHL Global Forwarding, upon delivery of the shipment, is to collect from the Consignee the amount indicated on the air waybill as payable to the Shipper

**Consignment**, which is equivalent to the term "shipment" except as otherwise provided herein, means one or more pieces from one shipper at one time and at one address receipted for in one lot, moving on one air waybill to one consignee at one destination address.

**Consignee** means the person or company whose name appears on the air waybill as the party to whom the shipment is consigned.

**Consignor** which is equivalent to the term "shipper," means the person or company whose name appears on the air waybill as the party contracting with DHL Global Forwarding for carriage of the shipment.

**Dangerous Goods** DHL Global Forwarding AMNO complies with all applicable regulations of the (US) Department of Transportation (DOT), (CA) Transport Canada, Transportation of Dangerous Goods (TDG), International Civil Aviation Organization/International Air Transport Association (ICAO/IATA), International Maritime Dangerous Goods (IMDG), and any other government regulations, local or national, that apply.

**Destination** means the place at which the Shipper directs DHL Global Forwarding to deliver the goods to the Consignee.

**DIM Factor** A number used as a factor to calculate the dimensional weight of a shipment.

#### **Disposition of Fractions**

- a.) Fractions of a cent will be considered as one full cent
- b.) Fractions of a pound will be assessed at the charge for the next higher pound.
- c.) Fractions of a half-kilogram or less will be charged for as half-kilogram; fractions over a half-kilogram will be charged for as the next higher whole kilogram.
- d.) Before computing cubic dimensions, fractions of inches will be rounded to the next higher inch. Fractions of less than one centimeter will be considered as one centimeter.

**Export Declaration** refer to Automated Export System

**Force Majeure Event** – Acts of God; perils of the air, land, or sea; acts or omissions of public enemies, of public authorities acting with actual or apparent authority, or persons acting under authority of law, or of Customs; or other governmental entities; quarantine; riots; strikes; acts of terrorism; civil commotions; labor disturbances; hazards incident to a state of war; weather conditions and irresistible force; or any other event beyond the control of DHL Global Forwarding.

**Forwarder** shall mean DHL Global Forwarding who is authorized by a principal party in interest to perform the services required to facilitate the export of the items.



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Free Domicile Service means that all charges are for the account of the shipper.

**Intermediate Consignee** is the person that acts as an agent for a principal party in interest for the purpose of effecting delivery of items to the ultimate consignee. The intermediate consignee may be a bank, forwarding agent, or other person who acts as an agent for a principal party in interest.

**Legal Holidays** as used herein shall mean national, state/provincial and local holidays that are legally observed in the locale where a rule referring to legal holiday(s) is invoked.

**License** a document bearing the word license issued by the government agency that has jurisdiction over the controlled product, software or technical data being exported, re-exported or re-transferred or imported.

**Origin** means the place at which DHL Global Forwarding picks up or receives the consignment from the shipper.

**Piece(s)** means each package tendered by itself or loose from any other package in a shipment.

**Principle Party in Interest** means those persons in a transaction that receive the primary benefit, monetary or otherwise, of the transaction. Generally, the principals in a transaction are the seller and the buyer. In most cases, Forwarding or other agent is not a principal party in interest.

**Routed Export Transaction** A transaction where the foreign principal party in interest authorizes the Forwarding or other agent to facilitate export of items.

Shipment - See Consignment

**Shipper** – The shipper is the owner of the goods just before they are delivered for export and who initially consigns and ships them. The shipper is the party who ultimately decides that the goods are to be disposed of in another country. The shipper, or owner of the goods, is the party initially responsible for causing the export. Also see Consignor.

Shipper's Letter of Instruction a form prepared by the Shipper authorizing DHL Global Forwarding to issue a air waybill on the Shipper's behalf, stating the details of the shipment, authorizing DHL Global Forwarding to sign the air waybill in the name of the Shipper, and instructing Dhl Global Forwarding to deliver the shipment to the Consignee named in the air waybill at the destination shown in the air waybill.

**SLAC** – (**Shippers Load and Count**) The abbreviation "SLAC" is a statement that a shipper has taken affirmative steps to ascertain the contents of a container by providing the quantity of pieces based on the smallest external packaging unit.

**Tariff** a document containing rates and rules applicable to services provided by DHL Global Forwarding.

**Third Party** means the person, other than the Shipper or the Consignee, who is responsible for the payment of DHL Global Forwarding's freight and other charge.

**Ultimate Consignee** is not a forwarding agent or other intermediary, but may be the enduser or the ultimate party to whom the cargo will be delivered to at final destination.



### **Application of Charges**

All charges will be assessed at the rates in effect on the date of receipt of the shipment in accordance with DHL Global Forwarding official Tariffs. Rates and charges are published in currency of the country of origin and are payable in lawful local currency.

Weight Transportation, Surcharges and Value Added Services charges for a shipment will be assessed on the total gross weight of the shipment based on the greater of the following:

- Actual weight
- ▶ Cubic dimensional weight
- Minimum weight (where applicable)

Cubic dimensional weight will be derived from the cubic measurement of the shipment in whole inches (length x width x height) on the basis of one pound for each 166 cubic inches or fraction thereof (or 6000 cubic cm per kg).

DHL Global Forwarding may re-weigh and re-measure a shipment and based on the dimensions and weight thereby determined, to recalculate the freight and other charges and to add oversize surcharges as appropriate.

If the charge computed on the next highest weight break is less than the charge computed on the true chargeable weight, then the charge on the next highest weight break will be applicable.

### **Terms of Payment**

DHL Global Forwarding is not required to provide credit privileges. The invoice date begins the credit term cycle and payment is due upon receipt of invoice. Failure to keep the account current will result in the account being placed on a "cash only" status. This status may impair the ability to use DHL Global Forwarding's services.

In the event a lawsuit is brought by DHL Global Forwarding to collect charges, the party responsible for DHL Global Forwarding's charges will be liable for all reasonable costs thereof which include, but are not limited to, attorney fees, interest and court costs. Please refer to the DHL Global Forwarding air waybill for Conditions of Contract.

Claims for overcharges, credits and invoice charges must be made in writing to DHL Global Forwarding within one (1) year after the date of acceptance of the shipment by DHL Global Forwarding. The amount of the overcharge and/or credit claim may not be deducted from transportation charges

Refunds for overpayment of transportation charges will not be issued to the extent the account is more than 60 days past due, and overpayment will be applied against any invoices that are more than 60 days past due.



- ▶ Prepaid means charges will be billed to and paid by the shipper
- ▶ Collect means charges will be billed to and paid by the consignee
- ▶ Third Party means charges will be billed to and paid by someone other than the shipper or consignee. A shipment for which charges are to be paid by a Third Party will be accepted provided that the Shipper has established credit with DHL Global Forwarding ad guarantees to pay the charges if the Third Party fails to do so. The shipper is liable for, and will be billed for, all charges and fees, plus all special handling fees, if the consignee or third party refuses to make payment.
- ▶ Cash In Advance means charges are collected in advance and prior to the shipment moving.

Invoices are payable immediately upon receipt without deductions.

### **Responsibility for Charges**

The shipper remains jointly and severally responsible for all costs to be paid by the consignee. In the case of Third Party billing, the shipper is liable for, and will be billed for, all charges and fees, plus all special handling fees, if the consignee or third party refuses to make payment.

Customs penalties, storage charges, or other expenses incurred as a result of an action by Customs or a failure by the Shipper or Consignee to provide Customs proper documentation or to obtain a required license or permit will be charged to the Consignee along with duty and tax, if applicable.

Invoices are issued to the party responsible for the costs according to the delivery terms stated in the transport order or Shipper's Letter of Instruction.

### **Advancement of Charges**

Except as otherwise provided, DHL Global Forwarding will, upon request, advance charges in connection with a shipment for transportation, cartage and storage services not provided by DHL Global Forwarding when sufficient guarantee is given by either the shipper or consignee that such charges will be paid. A handling charge of 2.5% or the amount advanced will be assessed against each shipment, subject to a minimum charge of \$10.00 for each amount advanced.

#### **Rate Quotations**

Rate quotations are based on the information provided and final rates and service may vary if the shipment actually tendered differs in any respect from the information on which the quotation was based or if required by application of this Tariff.

You must reference the DHL Global Forwarding rate quote number to receive this rate. Rates are valid for 30 days from date of quotation unless protected via contract. Additional charges may be applicable in the event of special requirements. Fuel and Security surcharges are subject to fluctuation and will be billed at the applicable Tariff in effect at the time the shipment is received by DHL Global Forwarding.



### **Account-Specific Rates**

Unless otherwise specified, contract rates that are maintained by DHL Global Forwarding and which apply to specific shippers and/or consignees take precedence over all other rates and charges in this and all tariffs published by DHL Global Forwarding. The actual charges will be based on the tariff in place at the time the shipment is received by DHL Global Forwarding.

### **Packing and Marking Requirements**

The shipper is responsible for ensuring that the cargo is packed in an appropriate way for air carriage so as to ensure that it can be carried safely with ordinary care in handling and so as not to injure or damage any persons, goods or property.

Packages containing liquids of any kind or glass or articles made wholly or partly of glass or glass bottles or containers, shall be boldly and legibly marked on the outside thereof to show the nature of such contents.

Any shipment containing articles susceptible to damage with ordinary care and handling must be adequately protected by proper packing and be marked with or bear appropriate labels calling attention to this susceptibility.

A shipment tendered in packing (or without packaging) which results in extra handling or the inability to position other pieces beside it or on top of it may be assessed an additional surcharge per shipment.

Advance arrangements must be made with DHL Global Forwarding for any shipment containing dangerous goods or articles susceptible to damage as a result of any condition, including high or low temperature or atmospheric pressure, or sudden changes in temperature or atmospheric pressure.

All shipments, inclusive of freight considered perishable and/or cold chain cargo must be prepared and packaged so as to protect the cargo and ensure safe transportation with ordinary care and handling during transit time.

Pieces with a floor bearing weight in excess of 100 pounds per square foot or 45 kilograms per square foot must be provided with a skid or base, which will reduce the floor-bearing weight to 100pounds or less per square foot or 45 kilograms or less per square foot. Such skids or base must be furnished by the consignor and included in the gross weight of the piece.

It is the responsibility of the shipper to conform to <u>International Standards for Phytosanitary Measures</u>, <u>Publication No. 15</u>, <u>Guidelines for Regulating Wood Packaging Material In International Trade</u>.

Each package shall be legibly and durably marked so as to identify the shipper and consignee.

As directed by the (US) Transportation Security Administration (TSA), (CA) Transport Canada, each individual piece of cargo that is 68 KG or heavier, must be banded on all 4 sides and on the top and bottom.

DHL Global Forwarding reserves the right to refuse the transportation of cargo that is not suitable packed and/or marked.



#### **Descriptions**

All descriptions and other particulars of the shipment furnished to DHL Global Forwarding for any purpose must be accurate. The Shipper shall be bound by its representations as to the description and other particulars of the shipment. The Shipper must accurately describe the contents of each shipment on the Shipper's Letter of Instruction, packing list and commercial invoices.

### **Shipments Subject to Delay**

DHL Global Forwarding shall have no liability for delay by reason of any of the following:

- a.) The dimensions or weight of the shipment are too large for the available space
- b.) The shipment is improperly packed or packaged.
- c.) The shipment lacks proper documentation including required export documentation or government license.
- d.) The shipment requires authorization to prior export from the party controlling the transaction.
- e.) The shipment is affected by a *force majeure* event, including any event or circumstance that is not within the control of DHL Global Forwarding.
- f.) The shipment requires customs validation, authentication, registration, or carnet presentation.
- g.) Information is missing from or is incorrect on the Shipper's Letter of Instruction.
- h.) The shipment is from a shipper unknown to DHL Global Forwarding.
- i.) Dangerous Goods

Except as otherwise provided in this Tariff or any other applicable tariffs, DHL Global Forwarding assumes no obligation to commence or complete the transportation of the shipment within any specified period of time. DHL Global forwarding shall not be liable in any event for any consequential damages, special damages, lost profits, loss of revenue, loss of market, loss of business opportunity, or loss of future business, whether or not DHL Global Forwarding had knowledge that such damages might be incurred.

### **Shipments Acceptable**

Except as otherwise provided, all shipments are acceptable for transportation when the rules and regulations DHL Global Forwarding, this Tariff and all laws, ordinances, and other governmental rules and regulations governing the transportation thereof have been complied with the by the shipper and consignee.

#### **Oversized Shipment Handling**

An oversized shipment is defined as any shipment containing one or more pieces whose length, width, and/or height measurements exceed the dimensional limitations of the largest standard airline pallet/container available for movement between the shipment's origin and destination airports.

Subject to advance arrangements, DHL Global Forwarding will accept for transportation shipments containing pieces measuring in excess of 121 inches in length, 84 inches in width, or 74 inches in height.



Package weights and sizes acceptable are limited only by the types(s) of aircraft used. For transports to remote airports serviced by narrow-body aircrafts only, the dimensions charts, and/or the airlines concerned, must be consulted before acceptance.

Additional charges for transportation may be applicable.

### **Shipments Not Acceptable**

DHL Global Forwarding will not accept for transportation or be responsible for the following goods:

- a) Goods prohibited from import into the country of destination
- b) Goods banned from transportation in any country en route
- c) Banknotes, bills of exchange, bonds, certificates, coins, currency of any nation, deeds, evidence of debt, mortgages, uncancelled revenue or postage stamps, stock certificates, shares, share coupons, travelers checks, war savings and savings stamps, any form of negotiable paper or instruments
- d) Gold and silver bullion, coined or un-coined, concentrates, cyanide, precipitates, sulfides or any other form of gold or silver bullion or precious metals including platinum Gems, cut or uncut, precious or semi-precious
- e) Human remains (cremated or disinterred)
- f) Shipments not properly packed or of inherent nature such that transportation could not be furnished without loss or damage to these shipments (used containers, containers that are wet or leaking, emit an order of any kind or are open, broken, rattle, etc.
- g) Live animals, birds, fish, reptiles, and insects
- h) Shipments consigned to Post Office Boxes or "To Order Of"
- i) Shipments not expressly covered elsewhere but likely to cause damage to other shipments, equipment, crew or passengers
- j) C.O.D. shipments (collection of Shipper's invoice amount)

### **Dangerous Goods Not Accepted by DHL Global Forwarding**

Dangerous Goods	Canada	Road & IIS	Ocean- Freight	Air- Freight
	TDG	DOT	IMDG	IATA
Explosives	Class 1 (all divisions)	Class 1 (Divisions .1, .2, .3 & .5)	Class 1 (Div.1,.2,.3,.5 and .6)	Class 1 (Divisions .1, .2, .3 & .5)
Toxic/Poison * (See below)  This also includes Division 2.3* of Inhalation Hazards A & B	Div. 6.1* PG1-Inhalation Hazards A & B			
Radioactive substances (See Exceptions)	Class 7	Class 7	Class 7	Class 7
Hazardous Waste	All classes	All Classes	All Classes	All Classes

<sup>\*</sup>Toxic/Poison Shipments of Div. 6.1, PG 1 and Div. 2.3 -



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#### **Exceptions to Above Table**

- Exception #1a: Radioactive Material US/CA Origin Station. An origin station may handle RA freight only if they are approved.
- Exception #2: Excepted Packages of Radioactive Material may be handled on a regular basis with approval
- Exception #3: A request to handle any of the other above Classes/Divisions must be authorized by the Area Manager and then submitted to the DG Compliance Specialist. The DG Compliance Specialist will gather required information and submit to the proper Management for approval.

### **Shipments Acceptable by Prior Arrangement Only**

Consignments in the following categories will be accepted for carriage only when advance arrangements have been made with DHL Global Forwarding or DHL Global Forwarding's representative

- a) Oversized pieces
- b) Dangerous Goods
- c) High Tax Goods (Cigarettes, Liquor, Gasoline ect.)
- d) Weapons and Ammunition
- e) Personal Effects and Household Goods, which may only be accepted from known customers or from government/embassy related people and may not be consolidated with other freight
- f) Shipments requiring an Import License
- g) Diplomatic Mail
- h) Works of Art and/or art works
- i) Shipments with a declared value or insurance requested exceeding \$200,000
- j) Shipments requiring special handling devices, tailgate equipment, special attention or care en route.

For these goods, higher rates than offered may apply

### **Shipments of Dangerous Goods**

The Regulation training requirements apply not only to DHL Global Forwarding but also to anyone else involved in handling Dangerous Goods for DHL Global Forwarding. This includes shippers, forwarders, carriers, cartage agents, etc.

#### Shipper's Responsibilities

- 1. Comply with all the rules and regulations that govern the mode of transportation they are choosing.
- 2. Ensure the Dangerous Goods are permitted by the particular mode of transport.
- 3. Choose the correct packaging.
- 4. Mark and label the package correctly.
- 5. Remove any irrelevant marks and labels on the package.
- 6. Fully complete and sign the dangerous good document, i.e., Shipper's Declaration for DG and/or DG Shipping Papers.



DHL Global Forwarding will not tender any package that we suspect could contain dangerous goods until we confirm it is not a hazardous material

Shipments involving the movement of Dangerous Goods will incur additional charges as assessed by the IATA carrier and the DHL Global Forwarding Tariff in effect at the time of tender to the carrier.

### Right of Inspection

As permissible by law, DHL Global Forwarding reserves the right to open and inspect shipments and to notify the appropriate authorities if they contain contraband, illegal materials or controlled substances.

As Directed by the TSA or Transport Canada, all cargo tendered for air transport is subject to inspection.

DHL Global Forwarding shall not, however, be obligated to perform any inspection except when required by law.

Responsibility for non-observance of conditions relating to shipments which are not acceptable for carriage rests upon the shipper and consignee, who jointly and severally are liable to DHL Global Forwarding for any loss, damage, delay, liability or penalties which may result from any such shipments.

### **Apparent Order & Condition of the Consignment**

If the condition of the consignment and/or packaging is different from the shipper's description, DHL Global Forwarding shall insert on the bill of lading or transport order the apparent order and condition of the shipment as received by DHL Global Forwarding.

#### **Undeliverable Shipments**

DHL Global Forwarding will make all reasonable efforts to deliver each shipment to the consignee at the address specified.

If a shipment is undeliverable for any reason, DHL Global Forwarding will notify the shipper in writing to arrange for the shipment's return. The charges associated with the original shipment remain due and payable upon receipt of invoice. On receipt of the shipper's written instructions, the shipment will be returned to the shipper, and the shipper will be billed for the applicable charges.

If no instructions are received from the shipper within 60 days of the date of shipment, DHL Global Forwarding will dispose of the shipment at public or private sale.



#### **Export Accessorial Fees**

Available at additional charges are special services to be performed for exportation of goods, including but not limited to:

- Any processing outside normal opening hours
- Formalities which require presentation, declaration and / or release from government authorities
- Temporary exportation and / or importation, including but not limited to any "Carnet" procedure, bonding fees or similar
- Consularization / Legalization
- (Customs) Drawback procedures
- Bank Draft
- Letter of Credit Compliance or Processing
- Formalities due to requirement of export and / or import licenses
- Presentation of cargo to customs and / or other authorities for physical inspection
- Processing of shipment (packing and / or cargo) in any way, including but not limited to marking, neutralization, labelling, sorting etc.
- Physical pre-inspection required due to nature of goods and / or insufficient information

### Fuel Surcharge

A Fuel Surcharge will be applied on the chargeable weight to all shipments originating from the USA and Canada destined to any other country using its standard export international surcharge. The current Fuel Surcharge Schedule can be found at <a href="https://www.dhl-dgf.com">www.dhl-dgf.com</a>.

#### Nav Canada Surcharge

Canadian International invoices will reflect a Nav Canada surcharge of \$0.07/kg \$5.00 minimum as a separate line item on the DHL Global Forwarding Invoice. **Exception:** Shipments tendered for Truck Shuttle Service are not charged Nav Canada.

### **Security Surcharge**

Security Surcharge(s) will be applied on chargeable weight on all shipments to compensate DHL Global Forwarding for costs related to enhanced government air cargo security procedures and additional government requirements including, but not limited to FAA (Federal Aviation Administration), TSA (Transportation Security Administration), CATSA (Canadian Air Transport Security Authority) and Customs air cargo security procedures.

#### Storage

At origin, DHL Global Forwarding will store without charge for 24 hours, exclusive of Sundays and legal holidays, from arrival time, any shipment except a shipment containing perishable property.

After expiration of free time allowed, DHL Global forwarding, at its option may continue to hold such shipments subject to a charge per day of \$0.03/kg minimum \$15.00.



DHL Global Forwarding's liability for any loss related to an "On-Hand Receipt" is limited to \$0.50 per lb on any one package or stored unit.

Shipments which are accepted for carriage and subsequently found unacceptable for air carriage for any reason will be subject to storage charges from the first business day after notice of such unacceptability is given to the consignor or principal party of interest until such shipment is made acceptable for carriage or removed.

At destination, some countries levy storage charges 24 hours after arrival (also on weekends). These charges must be paid by the party responsible for the charges. DHL Global Forwarding cannot be held liable unless clearly be identified as the responsible party.

### **US/CA Export Regulations**

<u>US Exports</u> - The shipper shall be responsible for preparing and presenting a completed, Shipper's Letter of Instruction with each shipment tendered for transportation. For all US Export shipments, for which an AES (export declaration) is required, DHL Global Forwarding requires the U.S. Principal Party in Interest (USPPI) to provide all of the following:

```
SLI Section 1a Name, address, telephone number and contact person of the USPPI SLI Section 1b The IRS/EIN of the USPPI SLI Section 13 Schedule B description of commodities 1 Domestic (D), Foreign (F), or FMS (M) code 2 Schedule B number SLI Section 16 Quantity / unit of measure 3 Value 4 SLI Section 19 Any information regarding the license authority 5 SLI Section 20 Point of origin 6 SLI Section 22 The ECCN 5
```

Note: if the USPPI files the AES themselves, then these data elements are not needed, and the USPPI only needs to provide the ITN (Internal Transaction Number) that was received from AES.

If an AES is to be filed by DHL Global Forwarding, an authorization must be provided to do so. When the shipment is a "regular export" (i.e. the U.S. entity controls the shipment), the USPPI must provide this. If the shipment is a "routed export transaction" the FPPI -Foreign Principal Party in Interest controls the shipment and the FPPI must provide the authorization.

The shipper shall comply with all applicable laws, rules and regulations of any government or government agency of any country to from through or over which the goods may be carried.

<u>CA Exports</u> - A valid Exporter ID number and HS Tariff Classification number must be provided by the Shipper or exporter of record in order for DHL Global Forwarding to file an Export Declaration (B13) on their behalf.

The same general information as outlined above is required; however the formalities are less stringent in that written authorization is not required in order to act on behalf of a shipper.

File: DHL Global Forwarding International Airfreight Rules Tariff, US and Canada

Location: www.dhl-dgf.com

Issued: 15 May 2008 Revised: 30 Dec 2009



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<sup>&</sup>lt;sup>1</sup> In as plain terms as possible

<sup>&</sup>lt;sup>2</sup> Are the goods U.S. made, foreign made, or part of a FMS (Foreign Military Sales) program

<sup>&</sup>lt;sup>3</sup> In terms of what the Schedule B quantity requirements are

<sup>&</sup>lt;sup>4</sup> Value as sold from the USPPI to the Foreign PPI

<sup>&</sup>lt;sup>5</sup> If it's ITAR controlled, DEA controlled, etc. then the USPPI must tell us so

<sup>&</sup>lt;sup>6</sup> Where the shipment started it's international journey

<sup>&</sup>lt;sup>7</sup> If no ECCN applies then the EAR99 notation should be provided

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### Preparation, Completion or Correction by DHL Global Forwarding

DHL Global Forwarding will prepare the air waybill based on instructions received from the shipper. If the Shipper's Letter of Instruction, bill of lading or transport order delivered with the consignment does not contain all required information or contains any error, DHL Global Forwarding may complete or correct the bill of lading or transport order to the best of DHL Global Forwarding's ability without liability or obligation to do so.

#### **Declared Value**

The shipper is required to make a declaration of value for carriage in all cases regardless of whether or not charges based on value are applicable. Such declaration of value may be in any amount. A notation "NVD" constitutes declaration of No Value Declared. Moreover, if the shipper does not declare a value, the shipment will be deemed as having a declaration of "NVD".

In the event that the declaration is "NVD", the liability of DHL Global Forwarding shall not exceed limits of liability of the applicable Convention, The Warsaw Convention or Montreal Convention or other applicable law may otherwise require.

DHL Global Forwarding provides excess declared value protection for shippers who elect to declare a value in excess of DHL Global Forwarding's limitation of liability. By special declaration of value in advance and a supplementary charge paid, shippers are afforded protection against loss or damage to cargo.

#### Insurance

The value sum insured of any shipment represents our maximum liability in connection with a shipment including, but not limited to any loss, damage, delay, misdelivery or non-delivery. Exposure to and risk of loss in excess of the declared value is assumed by the shipper.

You may transfer this risk to an insurance company through the purchase of an insurance policy. DHL Global Forwarding provides, at added cost, Shippers Interest Insurance. Shippers may elect to purchase insurance by entering an amount in the insurance section on the Shipper's Letter of Instruction, shipping document or memorandum, and are entitled to all the benefits of declared value protection plus the added protection against loss or damage caused by adverse weather, earthquakes, etc., commonly described as acts of God.

#### **Claims Procedures**

No claim for loss or damage will be entertained unless and until all transportation, handling, storage and other charges relating to, and all advances made in connection with the shipment have been paid to DHL Global Forwarding. The amount of claim may not be deducted from the amounts due to DHL Global Forwarding.

The claimant should IMMEDIATELY send a written complaint/claim directly to the DHL Global Forwarding office or agent upon discovery of loss or damage, whether or not the extent of loss is known. No particular format is necessary on initial notification as long as the claimant has sufficiently identified the shipment involved and indicates a claim is being filed.



The DHL Global Forwarding Claims office will need the following information from claimants:

- 1) A statement specifically setting out the dollar amount requested and details as to how that amount was derived / determined.
- 2) A copy of the DHL Global Forwarding air waybill or at least its bill number and shipment date.
- 3) A copy of the shipper's letter of instruction.
- 4) A copy of all the commercial invoices covering the goods involved for the entire shipment or other suitable proof of value.
- 5) A copy of the packing list.
- 6) The weight of the missing or damaged articles.
- 7) In the case of damage, an estimate of repair and proof DHL Global Forwarding damaged the goods.
- 8) A survey report from either our surveyor or other competent surveyor if the loss exceeds \$2,000.00.

A complaint in writing shall be made to an office or agent of the Forwarder at the point of origin or destination.

In the case of visible damage to the goods immediately after discovery of the damage and but in any case not later than 14 days from receipt of the goods; In the case of other damage to the goods within 14 days from receipt of the goods; in the case of delay within 21 days of the date the goods are placed at his disposal, and in case of loss (including non-delivery) of the goods within 120 days from the date of issue of the air waybill; merchandise must be retained in the original shipping containers until DHL Global Forwarding has made inspection thereof.



Location: www.dhl-dgf.com