

The mentioned transport terms and conditions govern any transport executed through the EUROCONNECT System (system for transport of international individual packages). DHL Express (Czech Republic) s.r.o. (hereinafter just DHL) reserves a right to modify and amend the mentioned terms and conditions.

1. Transported Goods

DHL Express (Czech Republic) s.r.o. (hereinafter just DHL) accepts for transport any goods except for:

- Bank notes and coins,
- Weapons
- Taxable consumer goods (spirits and cigarettes)
- Living animals,
- Human remains,
- Valuables (precious metals and stones, jewels),
- Hazardous goods Classes 1, 6.2 and 7 (ADR).

An acceptance of jewels and clocks is only possible subject to a previous written agreement with a particular business unit (terminal) of the company DHL.

a) Other hazardous goods sensitive to temperature and quickly perishable goods.

These consignments may only be accepted to transport subject to a previous agreement with a particular business unit (terminal) of the company DHL.

DHL charges a fee (which differs depending on particular destinations) for transport of hazardous consignments.

b) Bulky goods, heavy cargo

Shipments of individual cargo items of the length exceeding 400 cm, width of 220 cm and height of 220 cm, or shipments of individual cargo items weighing more than 1500 kg, can only be accepted to transport subject to a previous agreement with a particular business unit (terminal) of the company DHL.

The bulky goods will be charged based on a volumetric coefficient of $1 \text{ m}^3 = 250 \text{ kg}$. One loading meter is charged as equivalent of 1 650 kg.

2. Transport Order

For the order to be properly processed, and for the consignment to be handed over to transport, a party placing the order should provide:

- A duly completed transport order,
- 3 copies of a commercial invoice for export to countries outside the European Union

(consignments into the European Union countries need not to be accompanied with a commercial invoice which can be replaced by a packing list or another transport documents to the goods),

- Export customs documents or other accompanying documents necessary for customs clearance at a DHL terminal.

The order should include following data:

- a) Complete data of the transport customer – his name and surname in case of a natural person, and full designation of the business firm in case of a body corporate, including a contact person and telephone number, full address including ZIP Code, Identification Number, Tax Registration Number and Bank account number,
- b) Full address of a loading and unloading points, including a contact person and tel. number,
- c) Date of loading at the dispatching site, or specification of a time range for potential loading
- d) Delivery terms and conditions according to INCOTERMS 2010
- e) Full data of a transport payer provided he is not identical to the body ordering the transport,
- f) Consignment related data – description of the goods and packaging (weight, dimensions, number of loading items, goods character).

A party placing the order for transport shall be responsible for any consequences following from missing or wrongly given transport data.

3. Consignment Packaging and Designation

The consignor is obliged to hand over a consignment to be transported as a completed handling unit in a proper package to be protected in transport and handling to any loss, deterioration or damage, not to harm other consignments being together transported, transport means, terminal equipment, as well as not to endanger safety of persons handling the consignment.

A party placing the transport order should sufficiently specify necessary information to identification of a course of transport in relation to individual cargo items so that the consignment can be safely transported through DHL. The information should comprise the consignee's address, consignor's address, handling symbols and goods characteristics.

If the nature of the goods requires a special handling during transport and handling, or to be placed in a specified position, the consignor is obliged to designate it by a handling or warning mark.

The responsibility for losses following from insufficient packaging shall be on the side handing

over such wrongly or insufficiently packaged consignment to be transported.

not pass on Saturdays, Sundays and holidays, a deadline of consignments delivery is postponed to other business days.

4. Transport and Payment Terms and Conditions

Transport costs applying the EUROCONNECT System shall be specified individually according to effective price lists of DHL. They are determined depending on the weight or volume of the consignment, loading and unloading places, and required additional services.

Transport costs do not comprise charges for over-standard services, i.e. other services such as pick-up or delivery of a consignment out of usual business hours, pick-up or delivery of a consignment to exhibitions, ports, ships, pedestrian zones, shopping centres or localities in mountains. If this is the case, a previous agreement with a particular DHL terminal is required.

Transport costs are charged to a party responsible for transport fees in accordance with delivery terms and conditions.

The maturity of invoices for transport costs and other items related to the transport (such as insurance, additional charge for the ADR goods and other additional services) is 14 days from the invoice issue.

5. Delivery Terms and Conditions

Delivery terms conditions shall be governed by INCOTERMS 2010.

Following terms and conditions are available:

- a) Ex works (EXW)
- b) Agreed place free to carrier (FCA)
- c) Delivered at terminal (DAT) – origin or destination
- d) Carriage paid to (CPT/CIP),
- e) Delivered at place (DAP) Free to the address or frontier, without clearance with agreed destination
- f) Free to the address, with clearance * – (DDP) extended to inclusion of notes “with payment of customs and fees“ or “without payment of customs and fees“ and with agreed destination

*This only applies for the goods from countries not included in the European Union.

6. Transport Duration

A transport duration stated in time schedules of the EUROCONNECT System is stated as supposed transport duration; however, it is not a fixed and guaranteed delivery term. The delivery term does

7. Taking of a consignment from the consignor and its delivery to the consignee

Taking of a consignment from the consignor is executed on a day following the transport order delivery, or in another predetermined time term having been agreed upon with the customer.

Taking over the consignment to transport, the consignor will acknowledge a consignment note by his signature and stamp, by which he approves data stated in it (number of cargo items, packaging, weight and sizes of the consignment, unloading place). If a driver of the collection vehicle finds that the consignment package is missing or is insufficient, he shall only take over the consignment stating objections in the consignment note and provable content of the consignor stating the objection.

After taking over the consignment to transport, the driver of a collection vehicle takes over the consignor a copy of the consignment note as a proof of the consignment taking over to transport in the EUROCONNECT System.

Subject to a previous agreement with a particular DHL terminal, the consignor of the consignment can hand over a consignment to transport directly on a DHL terminal.

The consignment is delivered to the consignee according to a time schedule of the EUROCONNECT System. Having received it, the consignee enters a date and time of the consignment taking over and acknowledges a proper delivery by his signature and stamp (birth number).

8. The Carrier 's Responsibility and Transport Insurance

The responsibility of the Carrier in the international freight transport shall be governed by appropriate provisions of the international Covenant of Transport Agreement in International Road Transport (CMR Covenant). DHL Euroconnect shipments paid in the Czech Republic with a value up to CZK 0.5 million are insured automatically to 100% of their value. This insurance is included in the price for transport. This automatic insurance applies to shipments within EU countries, European Russia, Morocco, Tunis and Middle East countries. Iran is not covered by the insurance system at all. Shipments with declared value over CZK 0.5 million as well as shipments from/to other countries (excluding those already mentioned above) can be

insured additionally on request according to conventional rates. Automatic insurance does not apply to shipments including used goods (e.g. in case of claims or goods sent for repair) – these shipments can be additionally insured on request.

The liability for the shipments that are not insured to 100% of their value, which in particular applies to the cases mentioned above, shall be governed by the international CMR Convention. In compliance with the CMR Convention, the liability is limited to the maximum of 8.33 SDR (special drawing rights) for 1 kg of shipment's gross weight.

9. Complaints and Complaint Terms

A partial loss or damage of the consignment which is evident should be complained by the consignee immediately upon the consignment taking over, and he should support the complaint with a loss record or consignment note signed by the driver delivering the consignment.

Taking over a consignment without evident damage, which damage or partial loss is revealed by the consignee later, the consignee shall be obliged to lodge a claim in the international transport in 7 days after the consignment taking over. Sundays and national holidays are not included in the above mentioned term.

Complaints lodged after that term result into a consequence that a burden of proof is assigned to the claimant (the consignee is considered to have received the consignment in a condition as stated in the consignment note if not proved by him otherwise).

Demands for transport complaints to which the CMR Covenant applies are subject to the limitation of time of 1 year (Article 32 of the CMR Covenant). The limitation of time starts to run:

- a) At partial loss of the consignment, its damage or delivery term exceeding upon a date of the consignment handing over,
- b) At complete loss by the thirtieth day after the agreed delivery term expiration, and, if no delivery term was agreed, upon the sixtieth day after the consignment taking over by the carrier,
- c) In all other cases, by expiration of three months from a date of the transport agreement execution.

A day on which the limitation of time starts to run is not included in the limitation of time.

A written complaint ceases the limitation of time running until a day when a carrier rejects the complaint in writing, and returns to it attached documents. If the complaint is partially recognized, the limitation of time only runs in a part of the complaint which is still disputable. A proof of the complaint acceptance and response to it and of return of documents is a responsibility of the party

referring to such facts. Later complaints in the same subject do not stop the limitation of time running.

10. Collection for the Goods (COD = payable when delivered, collect on delivery)

A delivery will only be executed upon a presented confirmation of an irrevocable payment bank order to the benefit of the party giving a transport order. A party giving a transport order is responsible for appropriate instructions to the addressee and for particular information to DHL.

In addition, a party giving an order to transport is responsible for any and all costs following from the confiscation, rejection to take over, insolvency or rejection to pay on the side of the consignee. A particular fee shall be charged to processing of such consignments to the consignor or side giving the order to transport.

11. Delivery Against Documents (DAD)

A delivery will only be executed against receiving the documents prior to delivery commencement specified by the party placing the transport order.

A party ordering the transport is responsible for appropriate instructions to the address and for particular written information to DHL.

In addition, the party ordering the transport is responsible for any and all costs following from the confiscation, rejection to take over, insolvency or rejection to pay on the side of the consignee. DHL assumes no responsibility following from inaccuracy of the content or iniquity of documents received.

A particular fee shall be charged to the consignor or party giving the order to transport for DAD consignments processing.

12. Governing Law. The Liability and Jurisdiction

Legal provisions of the international road freight transport shall be governed by appropriate provisions of the CMR Covenant. A special attention is paid to Items 10 and 11 (COD/DAD) of the conditions where the responsibility of DHL shall be governed by the Articles 11 and 21 of provisions of the CMR Covenant.

A governing law is the law effective in the Czech Republic

The jurisdiction shall be determined in accordance with provisions of the Article 31 or 33 of the CMR Covenant.