General Terms and Conditions for Transport Services

1. Introductory provisions

1.1. These General Terms and Conditions for Transport Services (these “Conditions”) apply only to all services provided to DHL for the carriage of goods in domestic and international road transport (the “Services”) by a carrier (the “Carrier”). If attached to, or referred to in, a contract between DHL and the Carrier or a third party, these Conditions replace any contradictory or additional conditions of such Contract but in the event of conflict, the terms of such Contract will prevail.

1.2. The application of the Carrier’s own standard terms and conditions, in particular, any local terms and conditions of Freight Forwarders such as the ADrop, DHL DDU, or the Carrier’s other subcontractors only. The Carrier at any time may impose or carry or use these items. the integrity of the unit

1.3. For cross-border transport, the conditions of the Convention on the For the International Carriage of Goods by Road (CMR) will apply.

1.4. Nothing shall constitute or be deemed to constitute a partnership between the parties.

1.5. Nothing shall constitute or be deemed to constitute an agency agreement between the parties. The Carrier shall have no authority to bind DHL for any act, enter into any contract, make any representation, give any warranty, incur any liability, assume any obligation, whether express or implied, of any kind on behalf of DHL or otherwise bind DHL in any way.

1.6. DHL shall be under no obligation to give any order or amount of orders to Carrier.

1.7. If any clause or sub-clause of these Conditions shall be prohibited by law, void or unenforceable on the facts or events specified by the carrier, then the carrier shall be given the flexibility to be severd from these Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Conditions and shall not in any way affect the validity of these Conditions. If required, DHL will advise the replacement clause or sub-capacity of the carrier to be substituted. If the parties have agreed as far as possible, correspond to the meaning and purpose of the clause or sub-clause that it replaces.

2. Carrier’s obligations

2.1. The Carrier shall comply with all applicable laws. The Carrier certifies that it has reviewed and understood Deutsche Post DHL’s Supplier Code of Conduct at https://www.dhl-suppliercode-of-conduct.html and warrants that it will comply with this policy, as amended from time to time. Employees of the Carrier will personally complete related training programs upon DHL’s request. The Carrier agrees that DHL is entitled to inspect on demand and at reasonable times and with reasonable notice, the places where the Carrier has any business in connection with the fact that the Carrier has materially failed to comply with Deutsche Post DHL Supplier Code of Conduct. The Carrier also agrees to complete a third party due diligence questionnaire that is consistent with this Section 2.1.

2.2. The Carrier will ensure that the goods are accepted on time, within the ambed time period to the loading point, carried and delivered on time and free from loss, damage, and of all other interference with the goods and of all other interference with the goods.

2.3. The Carrier will assume responsibility for the loading and unloading of the goods, the securing of the goods on the vehicle, and adequate supervision. If, in the absence of such an agreement, loading is performed by DHL, DHL will be acting as an agent for the Carrier. If the parties have agreed that the Carrier is not responsible for the loading, the Carrier is obliged to supervise the loading and must ensure that the loading is consistent with the safe operation of the vehicle systems. The Carrier is obliged to provide DHL with a delivery receipt within seven calendar days of request by DHL. When goods are accepted, and at each subsequent interface, the Carrier will check the goods for completeness (number of packages) as well as for externally visible damage and broken seals and closures and will record any irregularities in writing. The Carrier will ensure that irregularities that occur are confirmed by the party from whom it has accepted the goods. The Carrier shall cooperate with DHL in the performance of the requirements of this Section 2.3.

2.4. Guarded parking spaces or enclosed private property have to be used if a vehicle is parked and left unattended, particularly during rest periods taken in connection with the working and driving time regulations (social welfare provision) as well as at weekends. The parked vehicle is to be locked and secured.

2.5. Transshipping of the goods and for booked complete loads, the taking over of any other goods is strictly prohibited unless DHL has given its written consent.

2.6. The Carrier will fully and accurately record the acceptance and delivery of the goods. For all journeys in accordance with the legally required provisions, the Carrier will inform DHL of any amendments to the above provisions. The Carrier will notify DHL immediately if sanctions or exclusions as mentioned in ii. and iii. above occur.

2.7. The Carrier will provide documentary evidence of compliance with the applicable legal provisions upon request. If, due to requirements imposed by DHL, the Carrier agrees to provide such evidence, it shall do so only in compliance with the applicable legal provisions, in particular with the driving and rest hours, it will immediately bring this fact to DHL’s attention in writing. The Carrier will notify DHL immediately if sanctions or exclusions as mentioned in ii. and iii. above occur.

2.8. The Carrier agrees to respect and comply with the relevant provisions on the transport of hazardous goods. In the event that hazardous goods have to be carried it will, where necessary, use only personnel and vehicles that have a certificate and in compliance with all applicable regulations for the carriage of hazardous goods, e.g. ADR. The Carrier will, if necessary, ensure that the required protective clothing is worn. The Carrier will furthermore adhere strictly to any applicable rules on cabotage transports.

2.9. The Carrier will only use employees with the necessary knowledge and capabilities and the required reliability for carrying out the Services. It will train its employees regularly, especially with regard to carrying the necessary documents. The Carrier will ensure that all employees are equipped to carry hazardous goods and are trained against access by unauthorized persons, in particular in compliance with the social welfare provision and the applicable laws on minimum wages. The Carrier will guarantee to DHL for itself, and on behalf of any subcontractor, that it will not use employees of any additional costs incurred. The Carrier will only provide the Services in accordance with the statutory provisions applicable to its employees, in particular in compliance with the social welfare provision and the applicable laws on minimum wages.

3. Vehicles used

3.1. The Carrier will only use vehicles that are in a technically sound, clean, and roadworthy condition. The Carrier shall ensure that the vehicles are maintained at the legally required intervals and/or the intervals recommended by the manufacturer. In addition the loading space must be dry, free of dust, colourless and waterproof.

3.2. The Carrier will ensure that the vehicles are equipped to carry hazardous goods and are trained against access by unauthorized persons, in particular in compliance with the social welfare provision and the applicable laws on minimum wages. The Carrier will guarantee to DHL for itself, and on behalf of any subcontractor, that it will not use vehicles of any kind on behalf of DHL or otherwise bind DHL in any way.

3.3. For cross-border transport, the conditions of the Convention on the International Carriage of Goods by Road (CMR) will apply.

3.4. The Carrier is not permitted to use freight exchanges such as Timcom to subcontract orders.

3.5. If the Carrier does not comply with the agreed obligations, DHL will also be authorised to terminate the contract without further notice. The Carrier will not be entitled to refuse to DHL any additional costs incurred.

3.6. Vehicles used

3.7. The Carrier will only use vehicles that are in a technically sound, clean, and roadworthy condition. The Carrier shall ensure that the vehicles are maintained at the legally required intervals and/or the intervals recommended by the manufacturer. In addition the loading space must be dry, free of dust, colourless and waterproof.
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of transport (swap bodies, roll containers, etc.) are to be immediately returned to DHL upon completion of the respective Services for which they were used.

4.9. For transports with semi-trailers or swap bodies ("Equipment") the Carrier agrees to the transmission of the Equipment in good roadworthy, technically sound and undamaged condition and with it all required documents and certificates. The Carrier must immediately inform DHL about any irregularities. If damage to the Equipment is detected, the Carrier must note down the damage and get the damage confirmed by an independent expert. The party handing over the Equipment is obliged to provide the Carrier with proof of the ownership of the Equipment. If DHL provides the Carrier with Equipment, it is provided solely for performing the Services for DHL. Upon handover of the Equipment, the Carrier and DHL agree that the Equipment is roadworthy. In addition, it is technically sound and undamaged and has with it all required documents and certificates. The Carrier must immediately inform DHL about any irregularities. If damage to the Equipment is detected, the Carrier must note down the damage and get the damage confirmed by an independent expert. The party handing over the Equipment is obliged to provide the Carrier with proof of the ownership of the Equipment. The Carrier must ensure that the Equipment details marked on the waybill (swap-body number/semi-trailer registration number) are identical with the details of the Equipment delivered. The Carrier must immediately inform DHL in case of any discrepancies to DHL and wait for instructions. These instructions must then be noted by the Carrier on the waybill, specifying the Equipment details. If the freight documents do not contain Equipment details, the Carrier must contact DHL immediately.

5. Charges

5.1. DHL will pay the agreed freight charges.

5.2. The settlement of the freight charges is subject to the submission of a delivery receipt that is properly made out (with the stamp and signature of the recipient).

5.3. The carrier retains the right to demand that the freight charges are subject to the submission of a delivery receipt that is properly made out (with the stamp and signature of the recipient).

5.4. Any claims by the Carrier for demurrage are excluded unless the waiting time that exceeds the agreed loading or unloading time is more than two hours per hour or per day of a period of 24 hours starting from the starting point of the journey... The Carrier must provide DHL with proof of demurrage (e.g., return document or freight documents acknowledged by the recipient).

5.10. The Carrier confirms that it will observe all export control regulations and will not maintain any connections with persons or organizations against whom restrictive measures in the fight against terrorism or any other export-related sanctions have been imposed.

6. Confidentiality and client protection

6.1. Carrier undertakes and agrees at all times to keep in strict confidence and sections of the Confidential Information as of a confidential or secret nature, including without limitation information relating to forecasts, prices, discounts, handling costs, sales statistics, markets, inventory information, customers, employees and technical, operational and administrative systems (the “Confidential Information”) of DHL. The Carrier undertakes to use the Confidential Information not only for the purpose of the performance of the Contract. Carrier must not use or disclose the Confidential Information to any other person, firm or company outside the Carrier’s group of companies, or for any company or professional association, except only as may be necessary and bona fide in connection with its obligations under the Contract, provided that where any part of the Confidential Information is already or hereinafter becomes available in the public domain, the Carrier must disclose the same to be included therein, and or damage to third party property (including the property of DHL); e. the Carrier has the right to notify the respective underwriters of the insurance policies detailed in Clause 8.2 (a) above.

11.2. The Carrier agrees to the assignment in writing. Where the Carrier does not object in writing within 10 working days of receipt of the notice, the changes will be deemed to have been accepted.

11.2. The Carrier must ensure that all claims for damages assessed by DHL will be processed without delay and will be reported to the Carrier’s insurer. The Carrier will notify DHL of the insurer’s reference number.

11.2. The Carrier agrees to the assignment in writing. Where the Carrier does not object in writing within 10 working days of receipt of the notice, the changes will be deemed to have been accepted.

7. Liability and indemnification

7.1. It is acknowledged by the Carrier that DHL provides logistics services for its customers. As such, if the Carrier breaches the terms of these Conditions or otherwise damages DHL itself or incurs a liability under the terms of the agreements it has with its customers.

7.2. Subject to the provisions of clause 7.3, the Carrier agrees to indemnify DHL against all claims, demands and losses whatsoever and to whomsoever made arising from or in connection with the Services, whether such losses are incurred by DHL under the terms of any agreement with its customers (in which case the Carrier is deemed to have made the request for the services directly from the Carrier or otherwise incurred by DHL). For clarity, this obligation to indemnify DHL includes any claims against DHL arising from alleged violations of any applicable laws on minimum wages, cabage rules or social/welfare provisions.

7.3. Insofar as the CMR or any other similar mandate liability is compulsorily applicable to any of the agreements with DHL’s customers or to the Services, the Carrier shall indemnify DHL for DHL’s liability under the CMR or any similar mandate liability.

7.4. In addition to the Carrier’s liability under Clauses 7.2 and 7.3, the Carrier shall indemnify DHL for all costs incurred by reason of DHL’s defence of any claim made against it arising from or in relation to the Services. Costs shall, for the purposes of this clause, include, but not be limited to, any legal costs incurred by DHL and any third party costs which DHL is ordered to pay or reasonably settles.

7.5. Except in the case of death or personal injury caused by DHL’s negligence, DHL’s liability to the Carrier in contract, tort, bailment, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever which DHL is ordered to pay or reasonably settles shall not exceed the sum of 20,000 Euro or equivalent in local currency.

7.6. DHL shall under no circumstances whatsoever be liable to the Carrier for any loss, claim, costs, damage, indemnity or expenses of any indirect or consequential nature suffered by the Carrier including, but not limited to, any indirect or direct economic loss or loss of business, goodwill, market share or profits howsoever arising, including due to DHL’s negligence.

8. Insurance and claims handling

8.1. The Carrier undertakes and agrees:

a. to obtain and keep in full force and effect at all times the following policies of insurance:
   i. Employers’ liability as required by the law applicable in the jurisdiction in which the Services are to be provided;
   ii. Vehicle liability as required by the law applicable in the jurisdiction in which the Services are to be provided;
   iii. Non-owned trailer physical damage coverage (hull coverage) for DHL’s equipment whilst under responsibility of the Carrier covering loss of or damage to DHL’s freight whilst in the possession of the Carrier;
   iv. Comprehensive general liability to cover the Carrier’s legal liability for personal injury and/or death to third parties (including the employees of DHL) arising from the Contractor’s performance of any obligation (including the property of DHL);
   v. Cargo liability sufficient to cover the liabilities assumed by the Carrier under the terms of these Conditions or otherwise assumed in the provision of the Services;
   b. to deliver to DHL upon DHL’s request copies of all those insurance policies detailed in Clause 8.1 (a) above;
   c. to notify DHL immediately of any material change to or cancellation of any of the insurance policies detailed in Clause 8.1 (a) above;
   d. to notify the respective underwriters of the insurance policies detailed in Clause 8.1 (a) above.

8.2. The Carrier must ensure that all claims for damages assessed by DHL will be processed without delay and will be reported to the Carrier’s insurer. The Carrier will notify DHL of the insurer’s reference number.

9. Term and termination

9.1. The Carrier hereby explicitly confirms that these General Terms and Conditions for Transport Services apply to all freight orders for the Services awarded by any contracting DHL Freight (=DHL) legal entity. The Carrier further acknowledges that he is aware that additional country specific amendments of these General Terms and Conditions will apply for orders from some DHL Freight (=DHL) legal entities and Carrier’s prior acceptance is prerequisite for any freight order from those DHL Freight (=DHL) legal entities.