

General Terms and Conditions of the Service Provider for the “CLASSIC EUROPE and “CLASSIC SHOP” Services in Selected Countries (updated and in force as of 1 January 2021)

## **1. Principles**

### **1.1. Scope of application**

These Conditions govern the contractual relationships between the Customer and the Service Provider and apply to the Services designated as “CLASSIC EUROPE”, and “CLASSIC SHOP” and involving the cross-border shipment from the territory of one of the Selected Countries to the territory of one or more of the Delivery Country. They shall come into effect on 1 January 2021.

No agent or employee of the Service Provider is permitted to alter or vary these Conditions in any way unless expressly authorized to do so by an executive director of the Service Provider.

Attention of the Customer is drawn:

- to the fact that a Contract governed by these Conditions shall only be concluded with a Customer as defined below. Consumers are expressly excluded from the benefit of these Conditions.
- to Sections 8 and 9 which limit the liability of the Service Provider, its employees and agents in certain circumstances.

The Service Provider reserves its right to unilaterally and without notice modify or supplement the Services and these Conditions. These conditions may be printed on the Transportation Document, but the Service Provider shall only be bound by the updated electronic version of these Conditions available on the website of the Service Provider, under the relevant provisions applicable to the “CLASSIC EUROPE” and “CLASSIC SHOP” Services, at [www.dpd.com](http://www.dpd.com), the link to which the Customer is invited to refer before signing any Transportation Document for any Parcel.

### **1.2. Language versions**

These Conditions have been drawn up in English and in the official language of the country from where the Customer has shipped the Parcel (hereafter “Local Language”), as indicated on the Service Provider website at [www.dpd.com](http://www.dpd.com). In the event of inconsistencies, the Local Language version shall be deemed to be authoritative.

## **2. Definitions and Interpretation**

### **2.1. Definitions**

In these Conditions the following expressions shall have the meaning hereby respectively assigned to them:

“CLASSIC EUROPE” shall mean the Service to a Delivery Address, also called by the Service Provider in the following Selected Countries into brackets: CLASSIC (ES) DPD CLASSIC (BE, HR, CZ, EE, DE, LT, LV, LU, NL, PL, SK, CH, UK), DPD Classic Europe (HU, FR), DPD Classic International (RO), DPD Classic – Europe by Road (IE), Chrono Classic (FR,), DPD BUSINESS/DPD HOME (PT) or DPD Private (CZ).

“CLASSIC SHOP” shall mean the Service to a Pickup Parcel Shop, also called by the Service Provider in the following Selected Countries into brackets: Chrono Relais Europe (FR), 2SHOP (ES, LU, BE, NL), Pickup Pakipood (EE), DPD relais (FR), DPD Shop (CH), Parcelshop Delivery (DE), Pickup Paku Bode (LV), Ship 2 Shop (UK) or Pickup siuntų taūkas (LT). This Service could be suspended at any time by the Service Provider with a prior notice of 5 calendar days for the Parcels from EU to United Kingdom or from United Kingdom to EU.

“CMR” means the Convention on the Contract for the International Carriage of Goods by Road of May 1956 Geneva as amended by the Protocol of July 5th 1978 Geneva and the Protocol of 2008 Geneva.

“Commodity Code” means the product specific code used to classify the goods comprised in any Parcel for import and export duty.

“Conditions” shall mean these General Terms and Conditions of the Service Provider for the “CLASSIC EUROPE and “CLASSIC SHOP” Services for the Selected Countries which term shall also include those agreements, laws and conventions expressly referred to herein and as updated by the Service Provider from time to time.

“Consignee” or “Recipient” means the person to whom the Parcel is addressed and whose name is mentioned as Consignee or Recipient on the Transportation Document.

“Contract” means the forwarding agency contract extending as the case may be to other services between the Customer and the Service Provider into which these Conditions shall be deemed to be incorporated.

“Customs debt” means the amount of import or export duties and all related import taxes calculated under the Customs and Tax legislation in force.

“Customer” or “Sender” means any person natural or legal (including a firm or a company) acting within the scope of a professional or business activity, excluding any consumer, that enters into a Contract with the Service Provider irrespective of whatever scheme whereby the Parcel is sent by any person acting on behalf of the Customer.

“DAP (Delivery At Place)”: means the Incoterm used for the shipment under which the Recipient is liable for all duties and taxes that are to be recovered and charged to the Recipient prior to delivery.

“Data Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data; where the purposes and means of such processing are determined by Union or Member State law, the Data Controller or the specific criteria for its nomination may be provided for by Union or Member State law.

“Data Protection Regulation” means Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

“Delivery Address” means the place of delivery indicated by the Customer or the Consignee.

“Delivery Conditions” means the conditions of delivery applicable to the Parcel as specified in Appendix 2 of these Conditions and as available and precisely described on

the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com), which may differ from one Delivery Country to the others.

“Delivery Countries” means the countries in which the Parcel can be delivered as listed in Appendix 2.

“Delivery Service Provider” means the DPD Network Member in charge of the delivery in the Delivery Country.

“Different Address” means an alternative address indicated by the Consignee as Inflight Option for the CLASSIC EUROPE Service where a duly authorized Recipient can be found by the Delivery Service Provider and where the Delivery Service Provider can attempt to deliver the Parcel and as specified in the Delivery Conditions of the Delivery Service Provider indicated on the website at [www.dpd.com](http://www.dpd.com).

“Direct customs representation” means the representation in which the Service Provider shall act in the name of and on behalf of the Customer or the Recipient to carry out the customs formalities.

“DPD Network Member” means a company part of the DPD Network as well as its respective employees and agents and independent contractors.

“DPD Network” means one of the following companies: DPDgroup International Services GmbH & Co. KG, franchisees and cooperation partners of DPDgroup International Services GmbH & Co. KG, GeoPost SA, their subsidiaries and branches, as the case may be acting through agents and independent contractors.

“eDAP (enhanced DAP)”: means the DAP incoterm used for the shipment but under which all duties and taxes to be recovered are paid by the Recipient to the Customer at the time of order and thereafter charged to the Customer by the Service Provider. eDAP is also called by the Service Provider in the following Selected Countries into brackets: DT1 (UK) or DAP with Duties & taxes Paid (NL).”

“ESCD” means an electronic signature capture device which is capable of receiving, storing and transmitting Customer information, including signatures.

“EEA” means the European Economic Area and its member states included at the time of sending the Parcel.

“EU” means the European Union and its member states included at the time of sending the Parcel.

“Inflight Option(s)” means the various options proposed at Predict by the Delivery Service Provider for delivery which can be elected for or modify by the Recipient before the first delivery attempt as specified in the Delivery Conditions on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com).

“Intellectual Property Rights” means patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“Legal Age” means the age at which a person by law attains the capacity to engage in certain transactions or be treated legally as an adult means, if required by the law in the Selected Country and/or in the Delivery Country.

“Neighbor” means a person who lives or works in a reasonable walking distance of the delivery address of the Recipient as specified in the Delivery Conditions and has been indicated to the Delivery Service Provider as a principal or an alternative Recipient by the Customer and/or the Recipient as specified on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com).

“Parcel” means an item:

- for CLASSIC EUROPE which weighs no more than 31,5 Kgs, and with measurements of less than 175 cm long, and a girth (2 x height + 2 x width + length) of not more than 300 cm,
- for CLASSIC SHOP which weighs no more than 20 Kgs, and with measurements of less than 100 cm long, and a girth (length + 2 x height + 2 x width) of not more than 250 cm,

“Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Pickup Parcel Shop” means a shop where the Parcels can be delivered:

- for the CLASSIC EUROPE Services :
  - o chosen by the Delivery Service Provider as specified in the Delivery Conditions after an unsuccessful 1<sup>st</sup> delivery attempt, among the list of suggested shops available in the intended delivery area as listed on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com),
  - o Chosen by the Recipient as part of the Inflight Option among the list available in the relevant country of delivery on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com),
- for CLASSIC SHOP Services chosen by the Customer, as the case may be upon instruction of the Recipient, among the list of suggested shops available in the intended delivery area available on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com).

“Predict” means the sending of a mobile telephone text message or email or any other form of electronic notification by the Delivery Service Provider to the Recipient of the Parcel of the goods to advice of the estimated time of delivery of the goods as specified in the Delivery Conditions.

“Safe Place” means for the CLASSIC EUROPE Service a place of delivery that is safe as specified in the Delivery Conditions on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com).

“Scan Record” means a laser electronic record of the steps in the Parcel delivery process which is proposed by the Service Provider.

“Service” means the arrangement of the transportation of the Customer's Parcels involving cross border shipment and governed by these Conditions, including the related services and options selected by the Customer as specified on the website of the Service Provider at [www.dpd.com](http://www.dpd.com).

“Service Provider” means the DPD Network Member contracting with the Customer as indicated on the Transportation Document.

“Selected Countries” or “Sending Countries” means the countries from which the Parcel can be shipped as listed in Appendix 1.

“Transit” shall have the meaning as set forth in the section 6.4.

“Transportation Document” means the label, and/or any other document; affixed to the Parcel that proves the existence of a Contract between the Service Provider and the Customer for the relevant Service and the application of the Conditions.

“Volumetric Weight” means the space a parcel occupies in relation to its volume by applying the following formula: length (cm) x width (cm) x height (cm) / 4.000 (cm<sup>3</sup>/kg).

## **2.2. Rules of Interpretation**

- a) A person includes a natural person, corporate or, except where not permitted, unincorporated body (whether or not having separate legal personality);
- b) A reference to a party includes its representatives, successors or permitted assigns;
- c) A reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- d) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- e) A reference to “writing” or “written” includes faxes and e-mails, unless expressly stated otherwise; and
- f) Where any period provided by these conditions is computed, except in case of computation of calendar days, these will exclude Saturday, Sunday or Bank, Public or other statutory holiday in the Sending , Transit and Delivery Countries.

## **3. General**

- 3.1. The Service Provider agrees, subject to the Customer's compliance at all times with these Conditions, to arrange the transportation of the Parcels entrusted to the Service Provider by the Customer and/or to provide other services as agreed between the Service Provider and the Customer.
- 3.2. The Service Provider as freightforwarder may refuse to arrange the transportation of the Customer's Parcels at its discretion. The Service Provider will accept goods for transportation only under these Conditions.

- 3.3. These Conditions apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 3.4. The Customer shall be deemed to have notice of and have accepted these Conditions if and as soon as it places an order with, or accepts a tender from, the Service Provider for the transportation of goods under any of the Services. The Customer shall procure that the Recipient agrees with these Conditions and commits to obtain confirmation of this acceptance from the Recipient. Whereas the binding version of these Conditions can be found on the website of the Service Provider, a copy of these Conditions is always available at the registered seat and at every office of the Service Provider. A Pdf. copy or a hard copy of these Conditions is sent or given to any Customer registering with or concluding a written agreement with the Service Provider.
- 3.5. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Service Provider which is not set out in the Contract. For Parcels from or to any country outside the EU, the Customer shall, in relation to each of the goods comprised in each Parcel, provide the Service Provider with:
- a commercial invoice in the English language (including but not limited to EORI number, a clear and unambiguous description of the goods, value of the goods, currency, Incoterm used,...);
  - a Commodity Code for each of the goods;
  - written notification in advance of any Parcels and/or goods comprised within Parcels which are not standard or permanent exports (for example, temporary exports such as repairs that will be returned to the country of origin of the sending);
  - any specific authorizations for direct representation of the Customer given to the Service Provider if required under any applicable law; and
  - any information/document required by any relevant customs authorities, laws, regulations or the Service Provider. The Customer shall be responsible to check the relevant information required by the relevant customs authorities and all customs documents and the Transportation Document must be accurately completed by the Customer in compliance with all relevant customs laws, rules and regulations.

The Customer acknowledges that the Service Provider relies on the information provided by the Customer pursuant to this Clause 3.5, to calculate the Customs debt applicable to the shipment.

- 3.6. The Customer acknowledges and agrees that:
- a) in relation to the goods, the Customer is either solely beneficially entitled to the goods or has the authority of all those interested in the goods to enter into the Contract and to bind them to its terms;
  - b) the Customer will be responsible for the exhaustivity and the accuracy of all information and documentation supplied to the Service Provider;
  - c) if there is any missing or incorrect data, an incomplete or incorrect invoice, the Parcel is accepted under the sole responsibility of the Customer and

this may result in the Parcel(s) being held (to obtain the information from the Customer) or returned; and

- d) if any Commodity Code is missing, the Service Provider may (at its option);
- (i) use the general Commodity Code based on the description of the goods given by the Customer; or
  - (ii) hold the goods pending receipt of the Commodity Code from the Customer or return the goods to the Customer.

#### **4. Parties and Subcontracting**

- 4.1. The Contract is concluded between the Service Provider and the Customer. The Customer enters into a Contract with the Service Provider for use of the Services provided by sending a Parcel. The procedure to follow can be found on the Service Provider's website at [www.dpd.com](http://www.dpd.com) or upon request to the Service Provider. Registration and account opening require the provision of certain information and data relating to the Customer to the Service Provider.
- 4.2. Where the Customer is not the owner of some or all of the goods in any particular Parcel, the Customer hereby warrants that it is for all purposes the lawful and duly authorized agent of the owner or owners thereof and that it hereby accepts these Conditions for itself and for and on behalf of any other person having any interest in the Parcel.
- 4.3. The Service Provider may use and engage the services of any other carrier for the purposes of fulfilling the Contract (including any of the carrier's own franchisees, agents and network members) and any such other carrier shall have the like power to subcontract on like terms.
- 4.4. The Service Provider enters into the Contract for and on behalf of itself and its officers, servants, agents and sub-contractors and shall be under no liability whatsoever to the Customer or anyone claiming through it in respect of a Parcel in addition to or separately from the liability of the Service Provider under the Contract.

#### **5. Parcels**

##### **5.1. Maximum Dimensions**

The Customer shall ensure that each Parcel complies with the weight, measurements and length applicable to that Parcel as set out in the relevant definition of Parcel.

Parcel packaging, labelling and documentation responsibility for the inner and outer packaging and labeling rests exclusively with the Customer and should be made in accordance with the Service Provider requirements as specified on its website. The Customer undertakes and warrants that:

- (i) the goods have been properly and sufficiently packaged and labelled for the intended destination, in accordance with the requirements, restrictions and limitations set out in the present Conditions and as appropriate to any operations or transaction affecting the Parcel and the characteristics of the goods, and so that the Parcel will not be lost or damaged whilst being transported, or cause injury or damage to the

Service Provider's staff, the Service Provider's subcontractors, or any property or other goods. The Customer acknowledges that transportation requires packaging which protects the goods for a transportation by road and/or by air and against the stresses caused by automatic sorting equipment and mechanical handling (drop height of 80 cm on the edge, corner or side), as well as against different climatic and/or atmospheric pressure conditions and packaging which does not permit access to the content without leaving any trace;

- (ii) the Customer has checked whether commercial/sales packaging meets these requirements and that the packaging and Parcel are not damaged and/or do not show indication of damage, leakage or emission of odor. Words printed on the packaging, such as "Fragile" or "top/bottom" cannot be taken into consideration by the Service Provider and do not release the Customer from its duties;
- (iii) the labelling on the Parcel includes:
  - for CLASSIC EUROPE, the full name, address, postcode, country of the consignee and the Sender, and must also include the telephone number or mobile phone number or email address,
  - for CLASSIC SHOP, the full name, address, postcode, country of the destination Pickup Parcel Shop and the Sender, plus the name of the real consignee, and must also include the telephone number or mobile phone number or email address,

and has been made in legible and durable manner. Each Parcel must be labelled with the Service Provider's parcel label. The rules for addressing and labelling Parcels are given in detail in the Service Provider's shipping conditions available on the website of the Service Provider at [www.dpd.com](http://www.dpd.com);

- (iv) it has properly completed the Transportation Document using the Service Provider's forms and labels.
- (v) in the case of transportation not taking place between two countries of the European Union, it has checked and complies with any and all relevant customs laws, rules and regulations and provided the Service Provider with all required customs documents and information. All such customs documents must be affixed to the outside of the Parcel;
- (vi) the goods comprised in any Parcel are not subject to any licenses, permits, certificates, restrictions, embargo, or anti-dumping or countervailing laws or regulation;
- (vii) all plant, power or labor required by the Service Provider is available for loading and unloading any Parcel at any collection or delivery point specified by the Customer or Recipient;
- (viii) more generally, it has provided the Service Provider with all necessary and relevant information concerning the content(s) of any Parcel, and
- (ix) it will inform the Recipient of the delivery details of the Parcel.



When preparing the packaging and labeling of any Parcel, the Customer may use the Service Provider's information technologies tools and services. In such cases, the Customer's names and passwords supplied by the Service Provider must be stored carefully and kept secret from third parties. If the Customer uses several passwords, it is responsible for managing them and allocating them within their business. The Customer is liable for the fraudulent use of user names and passwords.

## 5.2. Exclusions from Parcel and other limitations

The Service Provider shall not accept the following goods for transportation, unless otherwise agreed by the Service Provider and permissible in the Delivery Country as specified in the Delivery Conditions in particular in relation to the product marked with an asterisk (“\*”) (Customer is invited to check the list of authorized products on the Service Provider website and the Delivery Service Provider website at [www.dpd.com](http://www.dpd.com)):

- (i) Parcels that are not packed and labelled in accordance with Sections 5.1 and 5.2; bundled parcels in which two or more parcels are bundled together and marked with only one parcel label; parcels that exceed the dimensions referred to in Section 5.1 (“\*”);
- (ii) dangerous goods, hazardous goods and flammable goods, including but not limited to: dangerous or hazardous wastes, medical wastes, hypodermic needles and syringes, firearms, weapons and parts thereof (\*), ammunitions, explosives, fireworks, chemicals, acidic, corrosive or irritant substances;
- (iii) batteries (\*);
- (iv) tobacco products (\*);
- (v) works of art, jewelry (including watches) (“\*”), precious metals (including gold or silver items), precious stones, real pearls, glass or any articles (or part of them) that are made up of glass, porcelain, earthenware or other similar materials, antics, carpets, furs or any other valuables;
- (vi) cash, coins, collectable coins and stamps (\*);
- (vii) documents which can be exchanged for cash or goods (for example cheques, vouchers with a face value, credit notes, bonds, printed shares, currency paper money and negotiable instruments equivalent to cash admission tickets and gambling tickets);
- (viii) alcohol including wines, beers and spirits (\*);
- (ix) liquids of any kind (\*) and ice;
- (x) televisions or monitors with screens larger than 37 cm (\*);
- (xi) body parts or human remains, living or dead animals, fish or birds, or any living organism of any type (including seeds, trees and plants) and frozen or perishable food;
- (xii) any goods prohibited by the law or regulation of any government or public or local authority of any country where the goods are carried;
- (xiii) any goods which require temperature controlled transport;

- (xiv) Parcels and goods the transportation of which is subject to the obtaining of a license by the Service Provider or any DPD Network Member and/or which do not meet the requirements of the international conventions or the statutory regulations of the respective country of expedition, dispatch, Transit or destination or which require special permits (import or export);
- (xv) Parcels that require a declaration of value pursuant to Art. 24 CMR or the declaration of special interest in delivery pursuant to Art. 26 Paragraph 1 CMR; goods that require a declaration of value or a declaration of a special interest in delivery pursuant to Art. 22 Warsaw Convention / Art. 22 Montreal Convention.
- (xvi) tenders, pre-qualification dossiers in the context of allocation of contract and copies of examination papers.
- (xvii) Parcel of a higher value than the value specified in Appendix 2.

Unless the agreement of the Service Provider to the transportation of any of the above listed goods has been given by a duly authorized executive of the Service Provider and has been notified to the Customer in writing, the Service Provider shall have no liability whatsoever, including losses arising from negligent acts of the Service Provider, in respect of them.

The Service Provider may impose additional restrictions depending upon the Delivery Country and the Service being provided. The Customer acknowledges that regulatory and custom clearances may be required for certain goods, which may extend the Transit time and may delay delivery.

Medicines and medical devices and tools may be carried by the Service Provider and accepted as a Parcel only upon prior and written agreement by the Service Provider within the framework of CLASSIC EUROPE and CLASSIC SHOP Services and after due assessment and acceptance by the Service Provider of the nature of the medicines to be carried and provided that the Service Provider has confirmed to the Customer that the Service Provider and its network are in capacity of handling, storing and shipping the relevant medicines in accordance to the applicable EU's Good Distribution Practice of medicinal products for human use and any other applicable laws and regulations. The Service Provider may require that any transportation of medicines trigger the provisions and control of additional documents on top of the Transportation Document. Customer shall be responsible for the proper packaging and labelling of the shipped medicines in accordance with any and all applicable laws, regulations, good practices and recommendations, and in any case with the Service Provider's relevant instructions.

Any acceptance by the Service Provider of transportation of dangerous goods can only proceed on the basis of a prior written agreement notified by the Service Provider to the Customer after due assessment by the Service Provider of the class of transported dangerous goods and destination of the relevant dangerous goods. Customer shall be responsible for and shall ensure and warrant that the dangerous goods to be shipped are packed and labelled in accordance with and abide by all relevant laws and regulations applicable at the places of handing over and delivery of the Parcel, as well as during the Transit and storage by the Service Provider. In any case the Parcels containing dangerous goods must comply with the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, the International Air Transport Association (IATA) Dangerous Goods Regulations, and if carried by road with the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), and in any case with any instruction given

by the Service Provider for the transportation of the dangerous goods shipped by the Customer. Customer will be solely liable for this and the information provided to the Service Provider in respect of the shipped dangerous goods and shall hold the Service Provider harmless against any claim brought by any person in that respect.

### **5.3. Customer's duties to notify**

Before handing over the Parcel, the Customer will undertake to check the Parcel and to inform the Service Provider of any exclusions from shipment which apply within the meaning of Section 5.2. The Service Provider does not check whether any exclusion from shipment applies.

In cases of doubt, the Customer must also inform the Service Provider and seek its decision in accordance with the Section 5.2. If it does not do so, the Service Provider will assume that no exclusions from shipment apply.

If the Service Provider becomes aware of an exclusion from shipment in accordance with Section 5.2 or if specific circumstances suggest that this may be the case, the Service Provider reserves its right to decline to ship the goods (any further) or will take other appropriate measures to avert a risk. The Service Provider further reserves the right to reject Parcels for any other reasons of security or safety. In such a case and also where Parcels are rejected by the Service Provider due to a breach by the Customer of the above referred exclusions, restrictions and limitations, the Service Provider reserves its right to charge administrative fees as well as transportation and handling costs of returning goods, where applicable, to the Customer.

In addition to the cases which are regulated by law, the Customer will also assume liability for any direct or indirect loss incurred by the Service Provider and/or any DPD Network Member involved in the handling, transportation and storage of the concerned Parcel through the shipment of goods which are excluded from shipment in accordance with Section 5.2 or in cases where the Customer fails to provide notification in accordance with this Section 5.3.

### **5.4. Opening and inspecting Parcels**

Except when restricted or prohibited under the applicable laws, the Service Provider and any other DPD Network Member involved in the handling, transportation and storage of the concerned Parcel reserves the right, at its discretion, at any time without notice and without any liability therefore, to open and inspect all Parcels to check that such Parcels are not dangerous, or incompatible with Service Provider's network and are capable of transportation to the country of destination within Service Provider's standard procedures, customs, declarations and handling methods and in compliance with all laws, and in particular:

- for the purposes of safeguarding the content of a damaged Parcel;
- for the purposes of determining the Recipient or Sender of a deliverable Parcel which cannot otherwise be ascertained;
- for the purposes of averting hazards posed to people or property by a Parcel;
- for the purposes of fulfilling a statutory provision or an official order;
- for the purposes of determining whether the parcel contains perishable goods and/ or any other good excluded from transportation under the present Conditions.

Except where any applicable law or regulations prescribe, the Service Provider and any other DPD Network Member are not under any obligation to check the content of Parcels. The Customer acknowledges and agrees that the Service Provider and any other DPD Network Member involved in the Service may control the Parcels with X rays under certain applicable laws and regulations.

The Customer waives any claim against the Service Provider and any other DPD Network Member for damage and/or delay deriving from such opening, examination and controls. The Customer will reimburse the Service Provider for any costs and expenditure incurred through opening the Parcels.

#### 5.5. Returning Parcels

In the event of insurmountable obstacles to carrying out delivery (wrong information such as address, non-located Recipient, inaccessible delivery place, non-acceptance of the Parcel by the Consignee, inability of the Service Provider to perform customs clearance, non-payment of the price of the goods in case of cash-on-delivery, non-payment of duties and taxes by the Recipient, ...) or if the contractual number of delivery attempts, as specified in the Delivery Conditions, has been performed without success, the Service Provider will reserve the right to return the Parcel to the Customer on the following basis (unless stated differently in the Delivery Conditions and specified on the website of the Delivery Service Provider via [www.dpd.com](http://www.dpd.com)):

- In case of Parcel between European Union members: Immediately, without seeking any instructions from the Customer;
- With payment of duties and taxes (when applicable): after maximum 10 calendar days if payment of duties and taxes is not possible due to a lack of instructions and/or for other reasons.

The Customer will reimburse the Service Provider for any costs and expenditure incurred through returning the Parcel.

#### 5.6. Disposal of parcels

In the event of insurmountable obstacles to carrying out delivery (see Section 5.5), including when the Parcel cannot be returned, the Service Provider will reserve the right, after any compulsory period of storage, to dispose of the goods in the following cases (unless stated differently in the Delivery Conditions and specified on the website of the Delivery Service Provider via [www.dpd.com](http://www.dpd.com)):

- If the Service Provider or any other DPD Network Member involved in the service is unable to seek instructions due to lack of information or if it is unable to identify the Customer and/or the Recipient. The Customer or the Recipient will be deemed to be unidentifiable if neither can be reached or identified within 30 calendar days;
- If the goods in question are perishable; if the goods pose a hazard to people or property; or if this is required in compliance with an official order.

The Customer will reimburse the Service Provider for any costs and expenditure incurred through their disposal.

#### 5.7. Destruction of parcels

If the preconditions set forth in Section 5.6 apply, unless stated differently in the Delivery Conditions and specified on the website of the Delivery Service Provider via [www.dpd.com](http://www.dpd.com), the Service Provider and any other DPD Network Member involved in the service will reserve the right, after any compulsory period of storage, to destroy

goods if they cannot be disposed of or sold and provided that doing so is not in violation of the Customer's interests as may be apparent to the Service Provider.

If the Service Provider is unable to seek instructions due to lack of information or if it is unable to identify the Customer and/or the Recipient within 30 calendar days (see Section 5.6), the Service Provider will wait for an additional period of 30 calendar days. This additional period will not apply in the case of perishable goods, goods which pose a hazard to people or property, or in the event of an official order.

The Customer will reimburse the Service Provider for any costs and expenditure incurred through their destruction.

### **5.8. Customs clearance**

Customs clearance is handled as follows, unless stated differently on the website of the respective Service Provider: if the Service includes customs clearance or, if the Service Provider considers it necessary or suitable, the Service Provider will ship out and process the customs formalities:

- in its own name and on behalf of the Customer or the Recipient (depending on the Incoterm used) in the Sending Country and in the Delivery Country, as provided in the indirect customs representation,
- in the name and on behalf of the Customer or the Recipient (depending the incoterm used) in the Sending Country and in the Delivery Country, as provided in the direct customs representation. .

The Service Provider is entitled to appoint and be substituted any third party agent of its choice.

Unless otherwise specially agreed, the Parcel can be shipped by the Customer only under DAP or eDAP Incoterm.

Under DAP or eDAP Incoterm, the Service Provider must be appointed and empowered by:

- the Customer, to carry out the acts and customs formalities in the exporting country, under the customs legislation that applied in the exporting country,
- the Recipient, to carry out the acts and customs formalities in the importing country, under the customs legislation that applied in the importing country.

Without being empowered, the Service Provider shall be entitled to suspend the customs clearance.

Under DAP Incoterm, the Customer may directly inform the Recipient of the requirement to appoint the Service Provider to provide the customs clearance.

Under eDAP Incoterm, the Customer undertakes to obtain from the Recipient of the Parcels a mandate of empowerment allowing the Service Provider to carry out the acts and customs formalities, in the importing country, on behalf of the Recipient.

Moreover, in case of direct customs representation, such representation must be expressly specified in the mandate of empowerment of the Service Provider, as well as the exclusive customs liability of the Recipient.

The Service Provider will charge additional fees for such services according to section 7.3 and may request an advance in accordance with section 7.4, it being agreed that the

Service Provider shall be entitled to suspend all customs clearance actions until this advance is paid by the Customer or the Recipient (depending on the Incoterm used).

It is the Customer's liability and undertaking to abide by any and all relevant laws, rules and regulations in all countries concerned when a Parcel crosses borders.

The Customer shall be liable and must hold the Service Provider harmless against any and all consequences of the Customer not complying with the relevant customs, law, rules and regulations.

Under eDAP Incoterm, the Customer undertakes to bear the risks and costs relating to the acts and customs formalities carried out by the Service Provider in the importing country on behalf of the Recipient, including:

- the customs debt defined in article 2.1 as all import duties and all related import taxes calculated under the Customs and tax legislation in force in the importing country,
- all penalties and late payments interests relating the customs debt and notified by the customs authority in the importing country.

## **6. Services of the Service Provider**

### **6.1. Selection of the Service Provider Service by Customer**

The Customer shall select one of the following Services:

- "CLASSIC EUROPE"
- "CLASSIC SHOP"

The selected Service will be indicated on the Transportation Document.

The respective features, Services and options related to any of the "CLASSIC EUROPE" and "CLASSIC SHOP" Services are published and can be found on the website of the Service Provider at [www.dpd.com](http://www.dpd.com).

The Customer must also indicate on the Transportation Document:

- In case of CLASSIC EUROPE Service: the name and address of the Recipient.
- In case of "CLASSIC SHOP Service: the name of the Recipient and the name and address of the Pickup Parcel Shop where the Parcel must be delivered.

Should the Customer intend to request special services and/or send Parcels containing goods subject to the limitations and exclusions listed in 5.2 above, the Customer must contact the Service Provider for information and, as the case may be, prior and written agreement prior to making any such Parcel.

### **6.2. Receipt of Parcel**

When receiving Parcels with Transportation Document attached, the Service Provider will scan the Parcel. This will produce a Scan Record as evidence of receipt of the Parcel. If so required under certain regulations in particular countries, the Service Provider may sign a document in accordance with the local regulations acknowledging receipt of the

Parcel and providing evidence that a Contract has been concluded between the Provider and the Customer, but neither the Scan Record nor the document shall be evidence of the condition or correctness of a declared nature, quantity or weight of the Parcel at the time it is received by the Service Provider.

### **6.3. Delivery and excluded areas**

Delivery areas and excluded areas (places and postcodes) are defined for the CLASSIC EUROPE™ and CLASSIC SHOP Services and can be viewed on the website of the Service Provider at [www.dpd.com](http://www.dpd.com). Customer must check this before preparing any Parcel and take all necessary information measures vis-à-vis the intended Recipient. If the Service selected by the Customer is not available for a specific delivery area, the Parcel will be returned to the Customer at the Customer's entire costs and the Service Provider shall not be liable therefore in any manner.

### **6.4. Transit**

Transit shall commence when the Parcel is handed to the Service Provider whether at the point of collection or at the Service Provider's premises. The Service Provider is entitled to convey a Parcel by any means of conveyance and by any route whatsoever.

As specified on the Delivery Service Provider website in the Delivery Conditions Transit shall end (unless otherwise previously determined):

- when the Parcel is offered for delivery in accordance with Section 6.5 within Delivery Service Provider's delivery hours
- or when the Parcel is held by the Delivery Service Provider after the latest attempt of delivery as specified in the Delivery Conditions:
  - o "to await further instruction" and such instructions are not given
  - o or "to be kept until called for", and if the Parcel is not called for within a reasonable time.

After the end of the Transit, the Service Provider shall store such Parcel at the Customer's sole risk and return or dispose it in accordance with Section 5.

The Service Provider does not accept any liability whatsoever for any claim relating to the seizure or detention of Parcels thereof, or of any goods in the course of Transit by customs or other government authorities.

### **6.5. Principles of delivery**

Parcels will be delivered as follows, depending on the Service:

- CLASSIC EUROPE,
- CLASSIC SHOP,

on working days (Monday to Friday) following pick-up in each case. Delivery for the CLASSIC EUROPE and CLASSIC SHOP Services can take place on Saturday depending on the Delivery Country (this information can be found on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com)).

The Transit time and delivery time presented by the Service Provider are indicative.

The CLASSIC EUROPE Service includes the Predict service, without additional charge, which enables the Recipient to become aware of the expected delivery date and timeframe defined per Delivery Country as described on the website of the Service Provider at [www.dpd.com](http://www.dpd.com). The Predict service can only be activated if the Customer provides the Service Provider with the Recipient's email address and/or phone number.

All Services allow the Customer and Recipient to monitor the Transit of the Parcel using the track and trace function on the Service Provider's website at [www.dpd.com](http://www.dpd.com)

For CLASSIC EUROPE Service, redeliveries and new delivery attempts are carried out up to the related contractual number of new attempts or maximum deadline for redeliveries as described on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com).

## **6.6. Handover of the Parcel**

Except in case of Delivery in a Safe Place, the Service Provider could require the Recipient of a Parcel to be of Legal Age, if required in the Sending and Delivery Countries, and to sign an ESCD or any other required instruments, or providing a PIN code as proof of delivery of the Parcel. The Customer and the Recipient accept the confirmation of receipt of the Parcel with the use of electronic device and is not entitled to any claims related to the confirmation of delivery of the Parcel with the use of electronic device. Any record of the Recipient's signature, or of a PIN code obtained by the Delivery Service Provider shall be conclusive evidence of the delivery of the Parcel. In case of Delivery in a Safe Place, the Delivery Scan Record shall be evidence of delivery of the Parcel.

The Parcel is handed over to the Recipient or another person who is located at the exact deliverable Recipient address, whereby the Delivery Service Provider is not obliged to assess whether this person is actually entitled to receive the Parcel; the Delivery Service Provider may request specific information or evidences at the time of delivery as indicated in the Delivery Conditions on the website of the Delivery Service Provider. For CLASSIC EUROPE Service, if delivery must be made principally or alternatively to a Neighbor, a Safe Place or a Different Address, the Delivery Service Provider is not further obliged to assess whether the Recipient at this alternative place or address is duly entitled to receive the Parcel and such person shall be deemed as such.

When the Parcel is delivered to hotels, hospitals, universities, government offices or installations, or other facilities where there is a mail room or central receiving area, the Parcel may be delivered to the mail room or central receiving area, unless otherwise authorized and agreed by the Service Provider until shipment of the Parcel.

## **6.7. Cash-on delivery Parcels**

Depending on the Delivery Country as specified on the website of the Delivery Service Provider at [www.dpd.com](http://www.dpd.com), cash-on-delivery Parcels are delivered exclusively against payment of the price of the goods and any other duties and taxes where applicable.

The conditions of delivery and conditions of payment are precisely described on the Delivery Service Provider website at [www.dpd.com](http://www.dpd.com) and specified in the Delivery Conditions.

The Customer must indicate its bank account number and provide the Service Provider with all requested documents before the delivery at the latest. Upon successful delivery, the amount collected from the Recipient will be transferred to the bank account of the Customer as soon as practicable according to the Delivery Conditions.



The transfer will be made with reference to the Parcel label number [or the Transportation Document number] and, if known, the intended purpose.

## **6.8. Returns**

The conditions and terms of the returns of Parcels upon Consignee's decision can be found on the website of the Delivery Service Provider as specified in the Delivery Conditions at [www.dpd.com](http://www.dpd.com). Returns are available for a fee to be charged to the Customer.

## **7. Pricing and Payment**

### **7.1. Services price**

The amount of charges will be agreed between the Service Provider and the Customer based on and applying Service Provider's standard price list in force available on the website of the Service Provider at [dpd.com](http://dpd.com) or communicated by the Service Provider to the Customer upon request or based on the price list specifically agreed between the Customer and the Service Provider. Price calculations and quotations made by the Service Provider will be based on the quantity information supplied by the Customer and these Conditions. Regardless of the application of the article 5.4, the Service Provider reserves the right to amend prices if information provided by the Customer is incorrect, in particular in case of improper weight calculation and/or size calculation by the Customer.

In the absence of an individual agreement, the Service Provider's standard price list shall apply. The prices valid on the day of receipt of the Parcel apply. For cases in which the weight determines the price, the weight established by the Service Provider at the shipping depot is taken as the basis for calculating the price.

### **7.2. Surcharges**

Where applicable, the Service Provider reserves its right to invoice the Customer, at the level published on the website of the Service Provider at [www.dpd.com](http://www.dpd.com), the following surcharges including but not limited to:

- fuel surcharge,
- road toll,
- in the absence of any or inadequate packaging or labeling of the Parcel,
- oversized and/or overweight Parcels,
- surcharges for customs activities
- other surcharges in accordance with the Conditions available on the website of the Service Provider at [www.dpd.com](http://www.dpd.com).

### **7.3. Charges, Taxes, and fees**

The Customer is liable for transport fees, costs, expenses, customs fees, (but also taxes and duties depending on the Incoterm used), general average deposits or contributions and other charges and has to reimburse the Service Provider for them. This also applies if they are to be paid by the Recipient or if they are caused by that party, and if these

amounts are not paid by the Recipient to the Service Provider upon the first request for payment.

- (a) The Service Provider's charges for transportation and other services shall be payable by the Customer; however, the Service Provider shall also have the right to demand and obtain payment from the Sender (if different from the Customer) or the Recipient, or from any other person who may be liable to pay the charges.
  
- (b) Payment of Service Provider's charges is due no later than the date specified on Service Provider's invoice/statement or such other period as may be expressly agreed with the Customer in writing by an executive director of the Service Provider. If any payment under the Contract is overdue then, without prejudice to Service Provider's other rights and remedies, the Customer shall pay interest on the overdue amount as specified on the Service Provider's standard price list (whether before or after judgment) at a rate specified on the website of the Service Provider at [dpd.com](http://dpd.com), such interest will accrue on a daily basis, from the due date for payment until payment is made in full.
  
- (c) The Service Provider reserves the right to charge the higher of (i) Volumetric Weight; or (ii) real weight for all Parcels.
  
- (d) A claim or counterclaim by the Customer shall not be made the reason for deferring or withholding payment or monies payable, or for refusing to reimburse liabilities incurred by the Service Provider.
  
- (e) The Service Provider shall be entitled at any time and from time to time to increase Service Provider's charges for transportation or other services by giving to the Customer not less than 30 days prior written notice to accord with increases in relevant costs of Service Provider's business including but not limited to, fuel, congestion charges, license fees, postal fees and labor.
  
- (f) All amounts payable by the Customer may be subject to Value Added Tax which shall be charged at the applicable rate.
  
- (g) In the event that the Service Provider pays or agrees to pay to any third party any duty and/or taxes and/or levy in respect of any Customer's goods:
  - (i) the Service Provider shall do so on the sole basis that in doing so it is acting as the Customer's fully authorized agent;
  - (ii) whether or not delivery of the goods is made to the Consignee's address, immediately upon receipt of Service Provider's duty invoice in respect of

such duty and/or tax and/or levy the Customer shall settle such duty invoice in full;

- (iii) in the event of the Customer failing to comply strictly with sub-section 7.3 (g)(ii) above, the Service Provider shall be at full liberty to deal with the goods based on its lien on the goods.

(h) The Customer shall pay to the Service Provider any duties, taxes, levies, additional fees for customs clearance services, customs assessments, fines or other penalties and unusual costs, claims and expenses (including administrative costs) incurred by the Service Provider as a result of it conveying and clearing the goods.

(i) The Customer must notify the Service Provider about any query in relation to any invoice from the Service Provider within 14 calendar days of the invoice date and confirm that query to the Service Provider by notice in writing within 28 calendar days of the invoice date. If the Customer does not do this, the Service Provider will not be liable (whether in contract, tort, negligence or otherwise and howsoever arising) for any error in the invoice nor shall the Service Provider be required to re-pay any sums paid by the Customer unless the Customer can prove that:

- (i) it was not reasonably possible for the Customer to notify the Service Provider of the query, or confirm it in writing, within the time set above; and
- (ii) the notification or confirmation was made at the first reasonable opportunity and in any event no later than 6 months after the invoice date.

7.4. The Service Provider reserves the right to make the provision of its services dependent upon payment in advance or upon securing of the fees, or part thereof, by the Customer.

If there are any doubts about the ability of Customers to meet their payment obligations, the Service Provider reserves the right to request payment in advance or provision of security; even after an order has been placed. If payment is not made in advance or no securities are furnished, the Service Provider reserves the right to cancel the contract and to discontinue collecting and delivering parcels immediately, without prior notice to the Customer.

## **8. Liability for loss and damage and delay**

8.1. Subject to the provisions of this Section 8 and Sections 5.3, 9, 10 and 11, the Service Provider shall be liable for any physical loss of, or physical damage to, goods during Transit (as defined in Section 6), and storage, except as described in the specific provisions published on the website of the Service Provider at [www.dpd.com](http://www.dpd.com) and except to the extent that such loss or damage has arisen from or consists of:

- (i) the Customer or Recipient not taking or accepting delivery within a reasonable time in accordance with the applicable Delivery Conditions;

- (ii) a breach of the Contract including these Conditions, the Transportation Document and any other applicable rules (even those the Customer is bound hereby to read on Service Provider's website) by the Customer, including the breach of any of the Customer warranties set out in Section 5.1, insufficient or improper packing, labelling or addressing, including incorrect or missing postcode information;
  - (iii) loss, damage or breakage of articles of, or for that part of any articles that comprises of goods which are not accepted for transportation or storage by the Service Provider as set out in Section 5.2;
  - (iv) any act or omission of the Customer or Recipient or owner of the goods or of the servants or agents of either, and any act or omission of any person, other than the Service Provider, claiming to represent the Customer or Recipient in compliance with verbal or written delivery instructions from the Customer or Recipient;
  - (v) inability of the Service Provider to provide copies of delivery records and signature and deletion of data, loss or and irretrievability of data stored on magnetic tapes, files or other storage media, or erasure or damage of photographic images or soundtracks from exposed film;
  - (vi) inherent liability to wastage in bulk or weight, latent defect or inherent defect, vice or natural deterioration of the goods, wear and tear, depreciation, moths, vermin, or the effect of any process of cleaning, dyeing or restoring any article;
  - (vii) seizure under legal process, any other acts or omissions of any customs office, governmental bodies or other regulatory agencies and any observance by the Service Provider of rules and regulations and decisions and orders issued by customs, governmental bodies and regulatory agencies;
  - (viii) any force majeure event, meaning an event beyond the reasonable control of the Service Provider, including but not limited to seizure under a legal process, consequence of war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, insurrection, military or usurped power or confiscation, requisition, destruction of or damage to property, extreme weather conditions, compliance with any law, or order of any government or public or local authority, riots, civil commotion, strikes, lockouts, general or partial stoppage or restraint of labor from whatever cause, accident, breakdown of plant or machinery, disruption of road and/or air traffic, fire, flood, storm or default of suppliers or subcontractors, pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds, the direct or indirect effect of ionising radiations or contamination by radioactivity;
  - (ix) fraud by the Customer or the owner of the goods or the servants or agents of either.
- 8.2. The Service Provider will make reasonable effort to convey and deliver the Parcel according to the Delivery Conditions within the indicative Transit time indicated to the Customer. Such indicative Transit and delivery time are not binding and should in no respect make the Service Provider liable for any damage or loss caused by delays.

### **8.3. For the avoidance of doubt, in the event that**

- 8.3.1. the Parcel was not in Transit or in storage (as defined in Section 6) at the time of the loss,
- 8.3.2. and/or the Parcel does not have a Scan Record or another form of record showing that the Parcel was entrusted to the Service Provider,

then the Service Provider shall not be liable for loss or damage to the Parcel.

- 8.4. Nothing in these Conditions shall limit or exclude Service Provider's liability for any matter which is unlawful to exclude or limit liability under any public policy provision.
- 8.5. The Service Provider does not provide insurance cover for losses, damages, loss of profits and delays not covered or excluded under this Section 8, or in excess of the relevant limitations of liability set forth in Sections 9 and 10. Should the Customer or the Recipient require insurance covering the above referred not assumed liabilities and risks, the Customer and/or the Recipient shall procure such insurance cover be provided by their insurer(s) or insurance broker(s).
- 8.6. The Service Provider does not make any warranty nor accept any liability other than expressly set forth in these Conditions.

### **9. Limitation and exclusion of liability**

- 9.1. Except where apply (1) any compulsory obligation or (2) any increased cap offered by the Service Provider as published on the website of the Service Provider or (3) any "Extended Cover" purchased by the Customer and based on declared value of goods as specified in the Service Provider website at [www.dpd.com](http://www.dpd.com), and subject to Sections 5.2, 8, 9, 11, 12 and 13 hereof and the other provisions of this Section 9, the Service Provider's liability for the loss of or damage to any goods and/or for any other matter (howsoever arising) under a Contract shall be limited to the lesser of the repair or replacement cost of lost or damaged goods (the Customer shall provide proof of value of goods lost or damaged) and;
  - i. if transportation by road, the liability cap set out as a minimum in the provisions of the CMR.
  - ii. if transportation by air, the liability cap set out in the provisions of the Warsaw Convention of 1929 as amended by the Protocol signed in the Hague on September 28th 1955, the Protocol signed in Guatemala City on 8 March 1971 and including the Montreal Protocol No. 4. "Montreal Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal, May 28, 1999 ("Warsaw Convention");
  - iii. if transportation using combined means of air and road transportation, up to the liability cap mentioned in a) or b) as applicable to the means of transportation used when the loss or damage occurred;
  - iv. for all Parcels undertaken as part of services tailored by the Service Provider to the Customer's individual requirements, these services shall be

subject to any limitation of liability set out in the relevant agreement entered into between the Customer and the Service Provider; and

9.2. In the case of cash-on-delivery Parcels, the Service Provider will not be held liable in the following cases or as specified in the Service Provider website at [www.dpd.com](http://www.dpd.com):

- in the case of cash-on-delivery Parcels when the Customer has not submitted a written complaint to the Service Provider within a period of 15 days after delivery detailing the non-receipt of the cash-on-delivery amount;
- in the case of damage that results from incorrect or incomplete details on the cash-on-delivery Parcel and/or incorrect labelling and/or illegible information on the cash-on-delivery parcel label;
- if non-collection of the cash-on-delivery amount is attributable to an error or negligence on the part of the Customer; when delays occur in collecting or transferring the cash-on-delivery fees;
- if the value of the goods to be transported or the cash-on-delivery fees exceeds the maximum cash-on-delivery fee defined in the specific provisions set out by the Service Provider as published on its website at [www.dpd.com](http://www.dpd.com),

9.3. Subject to Section 8.4, CMR, and the Warsaw Convention but notwithstanding anything to the contrary in these Conditions, the Service Provider shall, under no circumstances whatsoever be liable to the Customer for any loss of profit, or any indirect or consequential loss, including but not limited to the cost of recompiling the information contained on the goods, arising under or in connection with the Contract.

## **10. Extended Cover**

10.1. For all Services governed by these Conditions, if the Customer has paid or agreed to pay the Service Provider's charge for 'Extended Cover' and the Service Provider has agreed to the extension, the Customer shall benefit from extended liability insurance as defined in the specific provisions set out by the Service Provider as published on its website at [www.dpd.com](http://www.dpd.com).

10.2. The actual value of any goods lost or damaged shall be ascertained by reference to its repair, replacement, resale or fair market value at the time and place of collection, whichever is less. In no event shall such value exceed the original cost of the item actually paid by the Customer.

10.3. If a Customer requires 'Extended Cover', it shall fully disclose to the Service Provider, should it so request, the nature of goods to be carried. The Service Provider shall, in its sole discretion, decide whether 'Extended Cover' shall apply to any Parcel for which it is requested.

## **11. Claims**

11.1. The Service Provider must be notified not later than the time of delivery in the case of apparent loss or damage.

In the case of loss or damage which is not apparent, the fact of this taking delivery shall be prima facie, evidence that the Recipient has received the goods in the condition described in the consignment note. In the case of loss or damage which is not apparent the claims referred to shall be made in writing within seven (7) days of delivery in the case of non-apparent loss or damage, excluding Sundays and public holidays.

The claims must be made in writing, and should be justified with accurate, complete and quantified information, dated and signed. The Customer should confirm any loss, damage or delay by notice in writing within twenty-one (21) days of the date of dispatch.

If the Customer fails to do so or fails to justify the claims, the Service Provider shall not be liable for any loss, damage or delay, save and except where the Customer proves that:

(i) it was not reasonably possible for the Customer to advise the Service Provider or make such claim in writing within the time limit applicable; and

(ii) such advice or claim was made within a reasonable time,

in which case the Service Provider shall not have the benefit of exclusion of liability afforded by this Section 11.1.

- 11.2. Extinguishment of the Customer's right to damage against the Service Provider shall in any case occur unless a legal action is brought within one (1) year from the date of delivery (in case of damage) or the due date of delivery (in case of loss, non-delivery, misdelivery or delay in delivery).
- 11.3. In the event of a claim for damage, the Customer must be able to present the Parcel for inspection at the location on time suitable upon Service Provider's request.
- 11.4. All claims must be fully documented as described on the Service Provider's website and the Service Provider shall have no obligation to act on any claim until all fees and other related charges and taxes related to the relevant Parcel have been paid.
- 11.5. A payment of any claim by the Service Provider shall be a full and final settlement of such claim.

## **12. Customer's indemnity**

- 12.1. The Customer shall indemnify the Service Provider and/or its subcontractors against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Service Provider arising out of or in connection with:
  - (i) any negligent act, negligent omission, negligent misdirection or negligent misstatement by the Customer, Sender or Recipient, its servants or agents;
  - (ii) claims of any nature for loss or damage resulting from the transportation of dangerous goods or goods which are not accepted for transportation or storage by the Service Provider as set out in Section 5.2 (provided that such

transportation of dangerous goods has not been accepted by the Service Provider or should such acceptance be given the Customer has been in breach of its undertakings, representations and warranties in respect of the shipped dangerous goods under these Conditions);

- (iii) claims and demands of any nature in respect of loss of or damage to the goods made by the Recipient and/or any third party additional to or in excess of the limits of liability of the Service Provider set out in these Conditions;
- (iv) any claims made or penalties imposed by any customs office, tax authorities and/or any other governmental bodies or regulatory agencies on account of any breach of the Customer's obligations, representations and warranties;
- (v) any fine paid in the event of an insincere or erroneous declaration for Customs, as well as any duties and taxes payable by the Recipient in the event that the latter fails to pay them
- (vi) claims and demands made by any third party attributable to lack of authority on the part of the Customer to enter into the Contract upon these Conditions;
- (vii) breach of any of the warranties set out in Section 5.1;
- (viii) any inaccurate or false information supplied to the Service Provider by the Customer which relates to the Customer and/or the goods comprised in any Parcel;
- (ix) the Customer's failure to include the relevant Commodity Code, where required by the Service Provider under these Conditions;
- (x) the Customer's failure to provide correct written notification in advance of any Parcel which is not standard or permanent export;
- (xi) any claim being made by any third party against the Service Provider in respect of loss of or damage to the goods or in respect of any conversion of or interference with the goods.

### **13. Extension of protection to employees and agents**

The Customer acknowledges and agrees that the provisions of Sections 5.3, 8, 9, 10, 11, 12, and 15 are aimed at extending the protection of, at limiting the liability of, and at indemnifying the employees and agents of the Service Provider and that such provisions have been entered into and shall be enforceable by the Service Provider for itself and as trustee or agent for such employees and agents.

### **14. Liens and other retention right and offsetting**

#### **14.1. Lien and retention**

In the event of claims against the Customer which are due and, where legally permissible, not yet due, the Service Provider shall have a lien on all goods carried for



the Customer for any amount due to the Service Provider whether pursuant to the Contract or otherwise and for the cost of recovering the same and has the right to retain the goods and other assets handed over to the Service Provider or which have otherwise come into Service Provider's possession.

If payment has not been effected within a time limit of thirty (30) days, the Service Provider will be free to dispose of the relevant goods as it sees fit. The right of retention will apply to all goods which had been handed over to the Service Provider and will be applied to the balance arising from all business activities with the Customer.

The Customer is not entitled to assert a right of retention against the Service Provider.

#### **14.2. Offsetting**

The Customer is not entitled to offset claims against claims asserted by the Service Provider, except for claims that a court of law has judged legally valid or that the Service Provider has acknowledged as legitimate.

#### **14.3. Prohibition on assignment**

The Customer may not assign rights and duties under the Contract to a third party and/or transfer the contractual relationship to a third party without the prior written permission of the Service Provider.

### **15. Data Protection**

For the purposes of these Conditions and the Service Provider's processing of Personal Data in connection with the performance of the Services, the Service Provider shall act as Data Controller, as per the meaning of the Data Protection Regulation.

#### **15.1. Processing of Personal Data by the Service Provider**

Personal Data means any data relating to an identified or identifiable natural person directly or indirectly, in particular for the performance of the Services such as: name, address, phone number, email of the Customers and the recipients

The Personal Data provided by the Customer to the Service Provider are required for the performance of the Contract.

The Personal Data will be used by the Service provider, and any third party involved in the performance of the services, particularly:

- To perform the transportation services, including tracking of parcels, delivery notifications to recipients, and managing delivery preferences;
- To carry out customs formalities and embargo control;
- To provide the Customer with the proof of delivery;
- To manage the information requests of customers on the delivery status of the parcels.
- To issue offers of similar products and services, by any mean of communication, as part of customizing business relations;

- To measure the level of satisfaction of the recipients and improve the services.

The Service Provider undertakes to only transfer outside the European Economic Area (EEA) Personal Data which are necessary for the performance of the Services, such as standard contractual clauses of the European Commission or Binding Corporate Rules.

The Personal Data are retained in a form allowing the identification of persons, only for the time necessary for the performance of the Services and until expiry of the legal limitations period. The Service Provider will destroy, at the end of the legal limitations period, all Personal data processed.

The Service Provider will respond to requests by data subjects to exercise their rights set out in the Data protection Regulation and/or requests for information from the data protection control authorities. The data subjects shall have the right of access, and to rectification, object, restriction of processing, data portability by transmission of his data where technically feasible, and erasure of their personal data processed by the Service Provider.

For any problem linked to the management of their personnel data, the data subjects shall have the right to lodge a complaint with any relevant supervisory authority.

## **15.2. Security and confidentiality of Personal Data**

The Service Provider shall take all measures necessary to preserve the integrity, availability and confidentiality of the Personal Data.

In particular, the Service Provider undertakes to establish the technical and organisational measures needed to ensure an appropriate level of security and confidentiality.

The Service Provider in particular undertakes to:

- take the steps necessary to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration, disclosure or unauthorised access;
- only make the processed Personal Data accessible and consultable to those staff who are authorised to do so because of their functions and within the strict limit of what is necessary for them to perform the services.

## **16. Compliance with Applicable Regulation / Anti-Bribery / Export Control**

The Customer represents, warrants and agrees that it has been at all times and will continue to be in compliance with all potentially applicable anti-corruption/anti-bribery laws. In particular, the Customer represents, warrants and agrees that it will not make, offer, promise, or authorize any gift of money or anything of value to obtain or retain business, or to direct business to any person, or to obtain any unfair advantage, in violation of applicable laws.

The Customer hereby represents and warrants to the Service Provider that it complies with any applicable national and international export control regulation. In this respect, the Customer represents and warrants that it complies with: (i) any applicable national and international regulation concerning dual-use items, (ii) any restrictive measure or embargo imposed in the framework of the programs of the United Nations or any other national or international program, (iii) any applicable national and international regulation against terrorism and money laundering, or comparable activities.

The Customer represents and warrants that it is not among the individuals or entities identified on any list compiled pursuant to Executive Order 13224 for the purpose of identifying suspected terrorists or on the most current list published by the U.S. Treasury Office of Foreign Assets Control (OFAC) at its official website, <http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx> or any replacement website or other replacement official publication of such list (“SDN”).

In addition, the Customer is hereby informed and accepts that the data of its employees, its own clients (individuals and undertakings, hereinafter the “Clients”) , of the clients of its Clients if applicable (hereinafter the “Final Clients”) and of the Recipients relating to the performance of the Services be uploaded in the SDN monitoring tool of the Service Provider in order to verify that such employees, Clients and Final Clients are not identified on the SDN list. The Customer undertakes to inform its employees and Clients of such use of the employees, Clients, Final Clients, Recipients’ data by the Service Provider. The Customer hereby undertakes to notify to the Service Provider any knowledge or suspicion it may have that its employees, Clients, the Final Clients or Recipient are in breach with any of the above mentioned regulations or are identified on the SDN list.

Otherwise, the Customer shall be deemed in breach of these conditions and the Service Provider shall have the right, in its sole discretion, to (i) stop or suspend the Services, (ii) transfer any required information to the competent authorities and/or (iii) apply the procedure required by such competent authorities including the destruction of the Parcel at the Customer’s cost. The Customer shall inform its employees and Clients prior to the performance of the Services of the above mentioned Service Provider’s rights and obtain their consent to such provisions. The Service Provider will under no circumstances be held liable for the interruption or suspension of the Services, the transfer of the employees, Clients,,Final Clients or Recipient’ data further to the request of the competent authorities, the destruction of the Parcel or any other appropriate measure taken by the Service Provider in application of the present Article.

#### **17. Non Waiver**

Any failure by the Service Provider to enforce or apply any provision of these Conditions shall not constitute a waiver of that provision and shall not otherwise remove or reduce Service Provider's right to enforce that provision.

#### **18. Severability**

If any of these Conditions or any part is held to be invalid for any purpose, it shall for that purpose be deemed to have been omitted, but shall not prejudice the effectiveness of the remainder of these Conditions.

#### **19. Intellectual Property**

All Intellectual Property Rights in any materials (including software) supplied by the Service Provider to the Customer and in any methods of work and processes used by the Service Provider in connection with this Contract are and shall remain the exclusive property of the Service Provider.

“CLASSIC”, “Pickup” and “Predict” are registered and protected trademarks of the Service Provider.

Nothing in these Conditions shall imply any license or other permission to use or reproduce any such trademarks, materials, methods and processes save as expressly agreed in writing by the Service Provider.

## **20. Applicable laws**

Where applicable transportations of Parcels performed entirely or partly by road, by explicit agreement or otherwise, are governed by the provisions of the Convention on the Contract for the International Carriage of Goods by Road ("CMR") May 1956 Geneva as amended by the Protocol of July 5th 1978 Geneva and the Protocol of 2008 Geneva when the transportation takes place in or to countries that are parties to the CMR and by the European Agreement Concerning the International Carriage of Dangerous Goods by Road ("ADR"), while transportation of Parcels by air are subject to the Warsaw Convention of October 12, 1929 ("Warsaw Convention"), as amended by the Hague Protocol of September 28, 1955 and all subsequent applicable Protocols or the Montreal Convention of May 28, 1999 and all subsequent applicable Protocols, as well as the Guadalajara Convention of September 18, 1961.

Any matter not governed by the above referred international conventions shall be governed by the laws of the country of the Service Provider, provided that the rules of public policy in the Sending, Transit and Delivery Countries may also apply to the extent that this is compulsory or unless these Conditions state otherwise. In certain countries, the Service Provider may also act as postal operator in the understanding of the local postal law and the services may to the extent of the postal law of the jurisdiction of the Service Provider be regulated by such postal law.

## **21. Dispute Resolution**

### **21.1. Place of jurisdiction**

Any dispute arising in relation to the contractual relationships between the Customer and the Service Provider and/or the services rendered by the Service Provider or connected with these Conditions shall be subject to the Exclusive competence of the courts of the seat of the Service Provider.

### **21.2. Place of performance**

Place of performance for all claims is the domicile of the Service Provider.

## **Appendix 1 – Selected Countries**

- Belgium (BE) (DPD Belgium SA)
- Croatia (HR) (DPD Croatia DOO)
- Czech Republic (CZ) (Direct Parcel Distribution CZ sro)
- Estonia (EE) (DPD EESTI AS)
- France (FR) (Chronopost SAS)

- France (FR) (DPD France SAS)
- Germany (DE) (DPD Deutschland GmbH)
- Hungary (HU) (DPD Hungaria Futarpostai Csomagkuldo Szolgaltato KFT)
- Ireland (IE) (Interlink Ireland LTD)
- Latvia (LV) (DPD Latvija SIA)
- Lithuania (LT) (DPD Lietuva UAB)
- Luxembourg (LU) (DPD (Luxembourg) SARL)
- Netherlands (NL) (DPD Netherland BV)
- Poland (PL) (DPD Polska SP.ZO.O)
- Portugal (PT) (DPD Portugal Transporte Expresso International SA)
- Slovakia (SK) (Direct Parcel Distribution SK sro)
- Slovenia (SI) (DPD Kurirska in Paketna Distribucija DOO)
- Spain (ES) (SEUR GeoPost SL)
- Switzerland (CH) (DPD (Schweiz) AG)
- United Kingdom (UK) (DPDgroup UK LTD)

[Click Here for Appendix 2 - Delivery Conditions – Excluded Goods](#)