

## DHL EXPRESS NETWORK TERMS AND CONDITIONS OF CARRIAGE AND CUSTOMS OPERATIONS (“T&C”)

These T&C are applied to services provided by Express Carrier DHL Express in respect of delivery of Express Shipments for personal use.

### **1. Terms used herein:**

Express Carrier: DHL Express is represented within the Russian Federation by two entities, DHL International AO and DHL Express OOO. DHL Express as well as third parties work together to deliver Express Shipments internationally and perform customs operations in respect of Express Shipments.

Customs Broker means DHL Express OOO performing customs operations in the name and on behalf of the customs applicant and other interested parties in accordance with the customs laws of the Customs Union.

Express Shipment means goods shipped in express mode by any means of transportation using electronic shipment organisation and tracking system on [www.dhl.ru](http://www.dhl.ru) website to deliver those goods to the Consignee pursuant to an individual waybill within the shortest possible and/or fixed period of time.

Shipper means a legal entity, normally an online store, that handed Express Shipments over to the Express Carrier for delivery.

Consignee means an individual consignee of Express Shipment specified in the DHL Express waybill.

### **2. T&C Subject Matter**

2.1. These T&C are a public offer and form a consensual type Delivery and Customs Operations Agreement in respect of Express Shipments by and between the Shipper/Consignee, the Express Carrier and the Customs Broker (“Agreement”).

2.2. Consignee of Express Shipments accepts the provisions of this Agreement for themselves and for other directly or indirectly interested parties, including the Shipper, by pressing a button, ticking a box or putting any other sign in the box “I accept terms and conditions of the Public Offer,” as well as/or by any other means of actual confirmation of their consent when ordering goods at the Shipper’s website.

2.3. Under the applicable legislation in Russian Federation Express Carrier and Customs Broker shall have the right to demand from Consignee documents and information necessary for international delivery of Express Shipments and customs operations in respect of Express Shipment, including those containing information comprising commercial, bank and other secrets protected by law, or other confidential information, and obtain such documents and information within the time limits ensuring observance of the requirements specified in the applicable legislation.

Express Carrier and Customs Broker hereby acknowledge and confirm that the obtained information comprising state, commercial, bank and other secrets protected by the law or other confidential information must not be disclosed or used by Express Carrier and Customs Broker and their employees for their own purposes, handed over to other persons, except for the cases envisaged in the applicable legislation in Russian Federation other cases when disclosure of the information is required for international delivery of Express Shipments and customs operations in respect of Express Shipment.

### **3. DHL Express Network Terms and Conditions of Carriage.**

3.1. The Shipper and the Consignee acknowledge that normal DHL Express Delivery Terms and Conditions apply to carriage of goods via DHL Express network; the key provisions thereof that are essential for the Consignee are listed below:

#### *Deliveries and Undeliverables*

Shipments cannot be delivered to PO Boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area.

DHL may notify Receiver of an upcoming delivery or a missed delivery. Receiver may be offered alternative delivery options such as delivery on another day, no signature required, redirection or collection at a DHL Service Point. Shipper may exclude certain delivery options on request.

If the Shipment is deemed to be unacceptable as described in Section 2, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, or Receiver refuses delivery or to pay Customs Duties or other Shipment charges, DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against Customs Duties, Shipment charges and related administrative costs with the balance of the proceeds of a sale to be returned to Shipper. DHL shall have the right to destroy any Shipment which any law prevents DHL from returning to Shipper as well as any Shipment of Dangerous Goods.

#### *Inspection*

DHL has the right to open and inspect a Shipment without notice for safety, security, customs or other regulatory reasons.

#### *DHL's Liability*

DHL's liability in respect of any one Shipment transported by air (including ancillary road transport or stops en route) is limited by the Montreal Convention or the Warsaw Convention, as applicable, or in absence of such Convention, to the lower of (i) the current market or declared value, or (ii) 19 Special Drawing Rights per kilogram (approximately \$US 26.00 per kilogram). Such limits shall also apply to all other forms of transportation, except where Shipments are carried only by road, when the limits below apply.

For cross border Shipments transported by road, DHL's liability is or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CMR) to the lower of (i) current market value or declared value, or (ii) 8.33 Special Drawing Rights per kilogram (approximately \$US 14.00 per kilogram). Such limits will also apply to national road transportation in the absence of any mandatory or lower liability limits in the applicable national transport law.

If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 or make its own insurance arrangements.

DHL's liability is strictly limited to direct loss and damage to a Shipment only and to the per kilogram limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL's attention.

DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these schedules are not binding and do not form part of the contract. DHL is not liable for any damages or loss caused by delay, but for certain Shipments, Shipper may be able to claim limited delay compensation under the Money Back Guarantee terms and conditions, which are available on the DHL website at [www.dhl.com](http://www.dhl.com) or from Customer service.

#### *Claims*

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever. Claims are limited to one claim per Shipment, settlement of which will be full and final settlement for all loss or damage in connection therewith.

#### *Circumstances Beyond DHL's Control*

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings; any defect or characteristic related to the nature of the Shipment, even if known to DHL; any act or omission by a person not employed or contracted by DHL - e.g. Shipper, Receiver, third party, customs or other government official; "Force Majeure" - e.g. earthquake, cyclone, storm, flood, fog, war, plane crash, embargo, riot, civil commotion, or industrial action.

#### *Routing*

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

3.2 Full text of the text DHL Express Network Terms and Conditions of Carriage is available on [www.dhl.ru](http://www.dhl.ru) website.

## **4. Customs Operations Terms & Conditions**

### 4.1. Customs Broker:

4.1.1 may performs customs declaration of Express Shipments;

4.1.2. shall inform the Consignee of the date of the goods arrival to the temporary storage facility (TSF) by fax or email;

4.1.3. shall perform other actions stipulated in the customs laws of the Customs Union and the Russian Federation as necessary to perform the customs operations as a person authorized by the Consignee to act in respect of the declared Express Shipments.

4.2. The Consignee shall provide comprehensive and accurate details and documents to perform declaration of the Express Shipments as stipulated in the customs laws of the Customs Union and the Russian Federation and provide additional documents at the Customs Broker's request.

All the documents required to declare the goods should be provided within ten (10) calendar days from the moment the goods arrive to the TSF.

4.3. The Consignee would take of formalities related to the frequency of receiving shipments at his own risk and cost

4.4. The Shipper and the Consignee guarantee that they have legal authority or other legal grounds for the Customs Broker to perform legally relevant actions on their behalf and shall be fully liable for providing comprehensive and accurate information in respect of the Express Shipments.

## **5. Liability of the Parties**

5.1. The Consignee shall be liable for penal sanctions imposed on the Customs Broker as a result of the latter's breach of customs regulations due to the Consignee's failure to provide

comprehensive and/or accurate information and documents, including inconsistencies in transported goods to their accompanying documents in terms of their name, quantity, other characteristics affecting due declaration, as well as the Consignee being late in providing those documents and information; and in that case the Consignee shall reimburse the Customs Broker all the amounts of such sanctions against a separate invoice.

5.2. The Customs Broker shall not be liable for lost profits or other consequential and contingent damages of the Consignee even if such damages are foreseeable or have been made known to the Customs Broker or the Customs Broker could or should have known about them.

5.3. The Parties shall be released from liability for full or partial non-performance of their respective obligations hereunder if it became a result of Force Majeure circumstances and those circumstances directly affected performance of this Agreement.

#### **6. Service Fees and Payment for Customs Operations:**

6.1. Service fees are determined based on the Customs Broker's rates as of the invoice date, including amounts of customs and other fees paid by the Customs Broker while providing services hereunder.

6.2. The Consignee must pay for the Customs Broker's services.

6.3. The Customs Broker reserves the right to withhold any goods of the Consignee at the latter's expense until the Customer Broker's services provided to the Consignee hereunder are paid in full.

#### **7. General Provisions**

7.1. Should the T&C and/or Agreement text change, the Parties agree to apply the T&C effective as of the date of consent specified in Clause 2.2.