

DHL U.S. ACS TERMS AND CONDITIONS OF CARRIAGE

(“Terms and Conditions”)When using DHL’s services you, as “Shipper” is agreeing on your behalf and on behalf of anyone else with an interest in the Shipment that these Terms and Conditions shall apply from the time that DHL accepts the Shipment, unless otherwise agreed in writing by an authorized officer of DHL. Your statutory rights and entitlements under any defined service feature (for which additional payment has been made) are not affected.

“Shipment” means all documents or parcels that travel under one waybill and which may be carried by any means DHL chooses, including air, road or any other carrier.

A **“waybill”** shall include any label produced by DHL automated systems, **“house”** air waybills, **“master”** air waybills, or consignment notes and shall incorporate these Terms and Conditions.

Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, shipper must arrange its own additional insurance coverage.

DHL does not offer additional insurance coverage or protection. “DHL” herein refers to DHL Aviation ACS.

1 Customs, Exports

DHL may perform any of the following activities on Shipper’s behalf in order to provide its services to Shipper:

- (1) completes any documents and amends product or service codes,
- (2) Provide documents to Shippers’ designated customs broker to perform customs clearance and entry and
- (3) redirect the Shipment to Receiver’s import broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorized.

2 Unacceptable Shipments

Shipper warrants that its Shipment is acceptable for Transportation. A shipment is deemed unacceptable if:

- it is classified as hazardous material, a dangerous good, a prohibited or restricted article by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization) or any applicable government or other relevant organization;
- no customs declaration is made when required In accordance with applicable customs regulations; or
- DHL determines that it cannot transport an item safely or legally. Such items include but are not limited to:
 - animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs.

3 Hazardous Shipments

No hazardous materials shipments shall be accepted without prior approval by the DHL booking center. All Hazardous shipments must have approved labeling and documentation and meet all DHL and all U.S. government requirements.

4 Shipment recovery or Non-recovery

All shipments will be made available for pick up by shippers designated consignee at an established DHL Service Center or designated 3rd party location. DHL will make delivery to receiver's address or a designated third party address only when special arrangements have been made. If the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes or Receiver cannot be reasonably identified or located, 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 by DHL without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

5 Inspection

DHL has the right to open and inspect a Shipment without prior notice to Shipper.

6 Shipment Charges & Billing

All shipments must be booked prior to tender either via the DHL booking system (CMS), via the DHL ACS Call Center, or via DHL's appointed sales agent, Heavyweight Air Express (HAE).

All special pricing requests including "lane sector", "negotiated", "contract" or "ad-hoc" pricing must be included at the time of booking either by using the applicable fields in the online booking screen, or by requesting the special rate when making a booking via the Call Center. Failure to perform this task may result in the non transportation of the shipment or in the application of standard, non-discounted tariff rates.

DHL's shipment charges are calculated using the greater of actual or volumetric weight

All shipments tendered are subject to reweighing and verification of dimensions and the following rules will be applied:

- a. Shipments tendered when the booked weight is more than the actual weight - Once tendered to the carrier, shipments will be billed at the higher of chargeable or booked weight and / or dimensions. For clarity, this means that no reduction in charges will be allowed after tender, even if the chargeable weight is found to be less than the booked weight, as capacity is reserved using the higher booked weight.
 - b. Shipments tendered when the booked weight is less than the actual weight – Once tendered to the carrier, if the chargeable weight of a shipment exceeds the booked or dimensional weight by the lesser of 15% or 150lbs, the shipment will be billed at the higher chargeable weight, and all service guarantees are forfeited.
 - c. In order to avoid the application of rules A or B above, adjusted weight and dimensions must be called into the ACS Booking Center (1-800-445-7910) prior to tendering the freight to a DHL facility or appointed agent.
 - d. DHL will notify Shipper with-in two business days after tender of any change to the chargeable booking weight.
- Rates to be applied are described in Shipper's tariff agreement by zone and product type.
 - All rates are subject to a fuel surcharge according to the DHL ACS surcharge amounts published on the DHL ACS website. Fuel surcharge methodology may be amended from time to time without notice
 - All domestic shipments are subject to Federal Excise Tax when applicable.
 - All Saturday recovery shipments will be charged the agreed ACP rate by zone.

- Effective January 29th, 2012, the dimensional weight factor of 166 will be applied to all domestic and international shipments, including Puerto Rico.
- Shipper shall pay or reimburse DHL for all Shipment charges, storage charges, duties and taxes owed for services provided by DHL or incurred by DHL on Shipper's or Receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport as described in Section 2.

7 DHL's Liability

DHL contracts with Shipper on the basis that DHL's liability is strictly limited to direct loss only and to the per kilo/Lb 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 before or after acceptance of the Shipment since special risks can be insured by Shipper. If a Shipment combines carriage by air, road or other mode of transport, it shall be presumed that any loss or damage occurred during the air period of such carriage unless proven otherwise. DHL's liability in respect of any one Shipment transported, without prejudice to Sections 7-12, is limited to its actual cash value and shall not exceed the greater of \$US 100 for U.S. Domestic shipments including Puerto Rico or: For certain international Shipments in which the Warsaw Convention applies, approximately \$US [20.00]/kilogram or \$US [9.07]/lb for Shipments transported by air or other non-road mode of transportation; or \$US 10.00/kilogram or \$US 4.54/lb for Shipments transported by road (not applicable to the US).

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. If Shipper regards these limits as insufficient it must make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

8 Time Limits for 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.

9 Shipment Insurance*

DHL does not offer additional insurance for shipments.

10 Delayed Shipments

DHL will make every reasonable effort to transport the Shipment according to DHL's regular transit schedules. DHL is not liable for any damages or loss caused by delays.

DHL's price reduction terms and conditions set forth in Section 17 herein may apply.

11 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:- "Act of God" - e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" - e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to DHL; riot or civil commotion; any act or omission by a person not employed or contracted by DHL e.g. Shipper, Receiver, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

12 Warsaw Convention

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, the Montreal Convention and related protocols (“Warsaw”), if applicable, governs and in most cases limits DHL’s liability for loss or damage.

13 Shipper’s Warranties and Indemnity

Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of Shipper’s failure to comply with any applicable laws or regulations and for Shipper’s breach of the following warranties and representations:-

- all information provided by Shipper or its representatives is complete and accurate;
- the Shipment was prepared in secure premises by Shipper’s employees;
- Shipper employed reliable staff to prepare the Shipment;
- Shipper protected the Shipment against unauthorized interference during preparation, storage and transportation to DHL;
- the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- all applicable customs, import, export and other laws and regulations have been complied with; and
- the waybill has been signed (or deemed to be signed in the case of an electronic waybill form) by Shipper’s authorized representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper.

14 Routing

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

15 Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of DHL, to the non-exclusive jurisdiction of the courts of, and governed by the law of the State of New York and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

16 Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

17 Service Refund Terms and Conditions

DHL will, upon the customer's request and subject to the restrictions described below, provide a refund of all or a portion of the transportation charges paid by customer for a DHL Priority (ACP) or DHL Standard Overnight (ACA) shipment, DHL, which arrives later than DHL's published arrival commitment. Second Day shipments (ACE) are not eligible for service refunds

DHL's Service Refund Program is subject to the following conditions:

A. The price reduction only applies to the DHL ACP and ACA, domestic service (each a "Service") and to shipments which comply fully with the service restrictions for the Services which are described as follows:

- **ACP-** Air Cargo Priority- overnight service with Priority boarding and priority pick-up availability no later than published destination recovery time. ACP Shipments delayed by irregular ops (weather, mechanical, strikes, etc.) will be available two hours after actual arrival.
- **ACA-** Air Cargo Advantage- overnight service with recovery available by 15:00 local.

B. The price reduction applies only to domestic shipments within the U.S. 48 states, and Puerto Rico.

C. The price reduction applies only to the transportation charges for a Service. The price reduction is exclusive of all other items, including, without limitation, fines, taxes or other charges or amounts, and transportation charges resulting from returned shipments.

D. In the case of multiple piece shipments, this price reduction will apply to every piece in the shipment. If a late arrival occurs for any piece within the shipment, the refund or credit will be given for the transportation charges applicable to the entire shipment.

E. Customer must notify DHL of any claim for late arrival, in writing or by email to acsbusinesssupport.us@dhl.com, within 24 hours of recovery and provide DHL with the account number (if any), the waybill Number or Master waybill Number, the date of shipment, and complete receiver information. Within 15 calendar days after customer so notifies DHL, DHL shall either:

- provide the customer with the credit or refund,
- provide the customer with information explaining the reason that the shipment is not eligible for the price reduction under the applicable limitations or exclusions, or
- provide the customer with evidence of timely arrival.

F. Customer may not permit any other party to notify claims on its behalf nor assign claims to any other party. Payment by DHL of the transportation charges to the customer shall constitute a full release of DHL's obligations for any delay under the Service Refund program.

G. Service Refunds will not apply when late arrival is due to circumstances beyond DHL's control, as set out in the DHL Terms and Conditions of Carriage or due to inaccurate or incomplete shipment information, a missing or inaccurate waybill, receiver's request for delay, shipment diversion or special services, or unavailability or refusal of the receiver to accept the shipment

H. All other provisions of the DHL Terms and Conditions of Carriage apply. This Service Refund program is subject to modification or cancellation by DHL at any time.

I. If a customer has an extremely time-sensitive shipment, the loss or delay of which may result in consequential damages, the customer must contact his own insurance agent or broker to insure against such risks, as DHL does not assume such liabilities. DHL does not provide and will not arrange such insurance.

J. The Service Refund program does not apply to the following:

- (i) DHL ACS shipments sent to Canada, Mexico, or any other International destination.
- (ii) shipments tendered using a service whose price is linked to the use of specific DHL contract, block space agreements, or shipments such as temperature – sensitive packaging or animals.
- (iii) the extra charges applicable to any additional service option sold with DHL ACS shipments, e.g. weekend recovery.
- (iv) Shipments that are considered unacceptable (section 2)
- (v) shipments tendered prior to the actual booked date (i.e. pre-booking)
- (vi) shipments tendered with pc. counts that is higher than originally booked
- (vii) shipments whose booked weight has increased by more than 15%
- (viii) hazardous shipments

- ix) shipments not tendered on a skid
- (x) shipments tendered without proper documents or Master Air Waybill

K. Price Reduction::

- (i) Any ACP shipment delayed beyond published recovery and meets all conditions outlined in this document are eligible for a 100% Service Refund upon request by shipper.
- (ii) Any ACA shipment delayed beyond 3pm the following business day and meets all conditions outlined in this document will be reduced by a flat 15 cents per pound.
- (ii) (iii) Minimum charge will still apply.

18 Cancellation

DHL reserves the right to invoke a Cancellation Fee of up to 100% of the expected shipment charges on any shipment this is booked and not cancelled by 17:00 EST. All cancellations must be confirmed with the booking center in writing via email or fax.

19 Service Restrictions/Guidelines

- A. The Services is available only from specified locations to specified destinations outlined in the DHL Station Address Update (contact booking center 1-800-445-7910 for updated copy)
- B. The Services are not available for unacceptable shipments as defined in the DHL Terms and Conditions of Carriage or for shipments which do not meet any other restrictions on size, weight, commodity or value identified by DHL. Other restrictions may apply.
- C. To establish whether a Service is available for a particular shipment, between a particular origin and destination, or in combination with a particular service feature (such as Saturday recovery), please consult DHL's booking center at 1-800-445-7910 and supply the following information:
 - the origin of shipment,
 - the commodity being shipped,
 - (if applicable) its value for customs purposes,
 - - the exact destination,
 - the shipment weight,
 - the shipment dimensions,
 - the number of pieces.
- D. The Shipper must specify the requested Service level, (i.e., ACP, ACA, ACE, or Saturday recovery) at time of booking and verify service level on the waybill or Master Air Waybill Shipper must tender the shipment to DHL by the time agreed with DHL.
- E. All shipments must be tendered with the IAC Certificate
- F. All Shipments over 150 # must be BANDED to the skid either with plastic or metal banding in compliance with TSA regulation
- G. All shipments tendered must be secured to a skid for transportation

For more information please call DHL ACS booking center at 1-800-445-7910 or contact your DHL Regional Account Manager.

10/14/2014 JC