

Terms and Conditions DSV XPress

§ 1 Area of application

I. These Terms and Conditions apply to the transportation of consignments which are surrendered to us using the "DSV XPress" dispatch order made available by us therefore or with a consignment note issued via our "Easyshipper" forwarding software and are accepted by us for transportation.

II. The Terms and Conditions are published on the www.dsv.com/nl website, printed on the back of the dispatch order and sent by us on request.

III. We reserve the right to amend and supplement the Terms and Conditions unilaterally without informing our contractual partners separately. The current version published on the website www.dsv.com/nl applies in each case.

IV. The application of general terms and conditions of business of the sender or third party is expressly excluded. Any agreements differing from these Terms and Conditions are subject to an express written agreement between the sender and us. Unless otherwise stipulated in these Terms and Conditions, the provisions of the Dutch Forwarding Conditions of the Fenex additionally apply. In the case of air transport, the Montreal Convention may apply. Cross-border transport may be subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR).

§ 2 Services

I. Our service portfolio includes:

- **XPress Air:** Delivery of documents and consignments worldwide in the shortest time possible. In case shipments are subject to additional handling, the guaranteed delivery times and the possibility to reclaim transport costs will fall due.

- **XPress Economy:** National and international forwarding for non-urgent consignments. This service has no guaranteed delivery times and may differ from the specified duration.

II. We select the mode of transport with the diligence of a prudent businessman.

§ 3 Fee

I. The fee is calculated according to our current respective price list, which we send on request. In so far as different agreements are concluded in individual cases, for example for special performances, these shall take priority.

II. State levies, such as customs duty and import turnover tax, are not included in the fee. They are listed separately in the invoice.

III. In each case, the sender is obliged to pay the fee as well as other costs not included in the fee, such as customs duty and import turnover tax. In the case of "charges collect" consignments, we issue the invoice to the recipient initially. The sender's obligation to pay is not affected thereby.

§ 4 Excluded goods

I. Unless otherwise expressly agreed, the following are excluded from transportation:

1. Consignments with insufficient packaging
2. Dangerous goods which require special handling (e.g., those for which a DGR statement is required)
3. Valuable consignments (e.g., precious metals, jewels, etc.) and works of art
4. Perishable goods (e.g., foodstuffs)
5. All types of weapons as well as self-igniting and explosive goods
6. All types of removal goods
7. All types of pharmaceuticals
8. Plants and animals
9. Currency and securities including stamps
10. Alcohol, tobacco and pornographic publications and articles
11. All goods whose import and export is prohibited according to the applicable national regulations in each case.
12. Letter of credit consignments
13. Cash on delivery consignments
14. Jewellery and watch consignments with a value exceeding 500 EURO

II. If the sender contravenes the obligation to hand over consignments excluded from transportation, he shall be liable for the resultant consequences without restriction.

III. Should goods or consignments which are excluded from transportation pursuant to Clause I. be transported contrary thereto, this is subject to an express written agreement between us and the sender.

§ 5 Inspection

We are entitled, but not obliged, at our own request or by official directive, to open consignments surrendered for transportation and are not subject to any liability in this respect.

§ 6 Liability

I. Unless mandatory statutory regulations or international conventions take priority, our liability is based on the latest version of the Dutch Forwarding Conditions of the Fenex. They limit in Section 11 the liability for goods damage in forwarder's custody to 4 SDR per kilogram with a maximum of 4,000 SDR per consignment. The forwarder shall not be liable for lost profit, consequential loss, and pain and suffering.

II. Should the limitations of liability dealt with in the Dutch Forwarding Conditions, the Montreal Convention or the CMR not apply or be invalid, we are only liable in the event of intent or gross negligence by our legal representatives or agents. Our liability is limited to the damage typically expected unless the damage entails loss of life or personal injury.

IV. When forwarding particularly valuable goods or goods at risk of being stolen and in the case of goods with an actual value of € 50.00/kg or more the sender must enter the value and the contents of the consignment in the boxes provided. Entry of the value is not deemed a declaration of value according to Art. 22 of the Montreal Convention or Art. 24 of the CMR.

§ 4 of these Terms and Conditions is not affected thereby.

§ 7 Insurance

I. By special written request, it is possible to provide insurance for the transport of goods in favour of the sender with an insured sum of a maximum of € 50,000.00. If this is desired by the sender, he must state the value of the consignment and the goods type.

II. The insurance for the transport of goods is only in favour of the sender. Assignment is excluded.

§ 8 Partial invalidity

Should one of the provisions of these Terms and Conditions be or become invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision that comes closest to the economic content of the invalid provision.

§ 9 Choice of law / Place of jurisdiction

The laws of The Netherlands apply.

Should the arbitration procedure of the Dutch Forwarding Conditions (section 23) not apply or be invalid, Amsterdam is deemed agreed as the place of jurisdiction.

§ 10 Invoicing

In each case, the sender has the possibility to object invoices within 14 days of the invoice date.

