

General Terms and Conditions of DSV Xpress



§ 1 Area of application

I. For the avoidance of doubt any reference in these Terms and Conditions to: "Consignee" shall refer to the party named "Consignee" in the Consignment Note.

DSV Xpress shall mean the DSV Air & Sea or DSV Road entity defined in the Carrier field in the Consignment note.

"Shipper" shall refer to the party named "Shipper" in the Consignment Note.

II. 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 "DSV Xpress Booking Portal" forwarding software and is accepted by DSV Xpress for transportation.

III. The Terms and Conditions are available on www.nl.dsv.com, on the back of the dispatch order or sent directly to you upon request. The Shipper is requested to familiarize himself with the DSV Xpress Terms & Conditions prior to shipment.

IV. DSV Xpress reserves 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.nl.dsv.com applies in each case.

V. The application of general terms and conditions of business of the Shipper or third party is expressly excluded. Any agreements differing from these Terms and Conditions are subject to an express written agreement between the Shipper and DSV Xpress. Unless otherwise stipulated in applicable statutory legislation or international conventions, these Terms and Conditions shall 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. DSV Xpress service portfolio includes:

- Xpress Air: Delivery of documents and consignments worldwide in the shortest time possible.
- Xpress Economy: National and international forwarding for non-urgent consignments

II. DSV Xpress selects the mode of transport with the diligence of a prudent businessman.

§ 3 Fee

I. The fee is calculated according to DSV Xpress current respective price list, which is available upon request. In so far as different agreements are concluded in individual cases, for example for special performances, these specifically agreed prices shall apply.

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

III. The Shipper is obligated 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, DSV Xpress issues the invoice to the recipient initially. The Shipper's obligation to pay is not affected thereby.

§ 4 Excluded goods

I. Unless otherwise expressly agreed, the following items 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. The Shipper shall be liable for any and losses suffered by DSV Xpress if the Shipper sends excluded items contrary to § 4.1.

III. The above mentioned items may only be shipped with DSV Xpress according to prior written agreement with DSV Xpress.

§ 5 Inspection

DSV Xpress is entitled, but not obligated at DSV Xpress 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 otherwise stated in mandatory statutory regulations or international conventions regarding national or international carriage of cargo, DSV Xpress liability shall be limited in accordance with this Clause 6 of these General Terms and Conditions. Any loss, damage or delay of a consignment in the custody of DSV Xpress or anyone acting on behalf of DSV Xpress shall be limited to 2 SDR per kilogram with the maximum of 3,000 SDR per consignment. DSV Xpress shall not be liable for indirect or consequential losses such as but not limited to loss of profit, loss of business arising indirectly out of a lost, damaged or delayed consignment.

II. Should the limitations of liability determined in these General Terms and Conditions of carriage or the mandatory statutory legislation 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.

III. The Shipper may declare a higher value of the transported consignment if such declaration is made to DSV Xpress prior to shipment. The Shipper may declare a higher value of up to 2 SDR per kg and a maximum of 3,000 SDR per consignment. The declared value shall only apply to the shipment if DSV Xpress has accepted the declaration.

IV. Any claim related to loss, damage or delay of a consignment shall be made directly to DSV Xpress immediately upon delivery in case of visible damage or no later than 7 days in case of non-visible damage. In case of delay the claim shall be made to DSV Xpress no later than 14 days of the delivery of the delayed consignment.

§ 7 Insurance

I. By special written request, DSV Xpress may take out a cargo insurance for the transport of goods in favour of the shipper and for the Shippers cost with an insured sum of maximum of EUR 100.000. Upon request the Shipper shall state the value of the consignment and the nature of the consignment.

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 Denmark shall apply unless otherwise stipulated in the mandatory statutory legislation.

Any disputes shall be settled by the court of law at the venue of DSV Xpress or the venue of the Shipper.