



DSV STANDARD TERMS & CONDITIONS

1. Interpretation

Below definitions shall apply to Services provided by or on behalf of DSV to the Customer:

'Agent'	shall mean a person or entity acting on behalf of and for the account of any third party.
'Agreement'	shall mean the mutual understanding between the Customer and DSV regarding the provision of Services, including these Conditions and, to the extent applicable, the documents issued by or on behalf of DSV referenced in clause 2.2 and any other express written agreements between the Customer and DSV referenced in clause 2.3 below.
'Ancillary Services'	shall mean services which are secondary to the primary Consultancy, Customs, Transport or Warehousing Services.
'Authority'	shall mean a duly constituted legal or administrative person or entity, acting within its legal powers and exercising jurisdiction within any nation, state, municipality, port or airport.
'Cargo Insurance'	shall mean all risk insurance coverage of transported or stored Goods or items.
'Conditions'	shall mean these DSV Standard Terms & Conditions.
'Consultancy Services'	shall mean consulting or advisory services related to transport or logistics without engaging in or arranging of the physical movement or handling of Goods. Such services can be related, but are not limited to, cost analysis of supply chains, optimization of transport or logistics setups.
'Customer'	shall mean the person or entity at whose request and/or for whom DSV provides Services.
'Customs Services'	shall mean any aspect related to provision of customs services in respect of the transported, stored or handled Goods such as, but not limited to, clearance, storage in bonded warehouses, issuance of documents etc. performed on behalf of the Customer.
'Container'	shall mean any container, flexi tank, trailer, transportable tank, flat, pallet or any article of transport used to carry or consolidate goods and any equipment of or connected thereto.
'Dangerous Goods'	shall mean items or goods which are or may become of a dangerous, inflammable, radio-active or damaging nature and items or goods likely to harbour or encourage vermin or other pests.
'Direct Representative'	shall mean a representative for customs purposes acting on behalf and in the name of the importer/exporter, such that the representative (DSV) shall not in any way be liable for any customs duties, excises, taxes, fines penalties and interest due in connection with the imported or exported goods.
'DSV'	shall mean the contracting DSV entity (including, as applicable, any affiliate and/or subsidiary of DSV A/S) which performs or arranges the performance of the Services for the Customer as requested in any given order/service request.
'Force Majeure'	shall mean any event or circumstance beyond the reasonable control of the party affected thereby, including but not limited to acts of God or the public enemy, fire, flood, earthquake, weather of exceptional severity or other natural disasters, pandemics or epidemics, strikes, lockouts, accidents, labor disputes, war, terrorist activities, civil commotion, riots, cyber-attacks, and/or orders, requests, instructions, rules or regulations of any Authority.
'Goods'	shall mean any goods, item(s) and/or property which are the subject of the Services and/or are transported, stored or otherwise handled by DSV (or its subcontractors and/or agents) during provision of Services for or on behalf of the Customer.
'Indirect Representative'	shall mean a representative for customs purposes acting in a capacity such that the representative (DSV) becomes jointly and/or severally liable for any customs duties, excises, taxes, fines penalties and/or interest due in connection with the imported or exported goods.
'Instructions'	shall mean one or more statements of the Customer's and/or Owner's specific requirements.
'Owner'	if different from the Customer, shall mean the owner, shipper and consignee of the Goods and any other person who is or may become interested in the Goods.
'Person'	shall mean any private or legal person, including but not limited to any corporate entity, body or bodies.
'Prices'	shall mean the remuneration for the Services rendered by DSV as agreed between the Parties, including but not limited to by acceptance by the Customer of a quotation issued by DSV and/or as set out in a pricing schedule, rate card or similar document annexed or attached to, or referenced within the Agreement.
'Principal'	shall mean a person or entity acting in own name and for own account.
'Registered office'	shall mean the address where DSV is incorporated and registered.
'Services'	shall mean the Ancillary Services, Consultancy Services, Customs Services, Transport Services and/or Warehousing Services provided by DSV to the Customer and all matters necessarily related to the provision of the Services as well as those ancillary to the provision of the Services.
'SDR'	shall mean a Special Drawing Right as defined by the International Monetary Fund.
'Transport Services'	shall mean freight forwarding and/or carriage services rendered by DSV in connection with the physical movement of Goods by air, sea, rail or road or any combination thereof, including temporary storage during transport such as hubbing, cross docking etc. where such temporary storage is an integrated part of the movement of Goods
'Warehousing Services'	shall mean all activities such as but not limited to unloading, acceptance, storage, stock control, order handling, order picking, preparing for shipment, loading, invoicing, assembling, labelling, exchange, control of information and ancillary services with regard to Goods, that have been agreed between the Customer and DSV separate from any Transport Services.

2. Application

- 2.1. Save as specified in the below clauses 2.2 – 2.3, all Services whether gratuitous or not are performed by DSV subject to these Conditions.
- 2.2. Where a document is issued by or on behalf of DSV and bears the title of, or includes the words, 'bill of lading' (whether or not negotiable), or sea or air way bill and provides that DSV contracts as carrier,

the provisions set out in that document, if inconsistent with these Conditions, shall be paramount and prevail over these Conditions to the extent that such provisions are inconsistent, but no further.

- 2.3. If DSV and the Customer have entered into any other express written agreement for the provision of Services, including but not limited to the application of generally accepted freight forwarding terms and conditions as are customarily applicable to the Services, then these Conditions shall continue to apply, but such other express written agreement shall be paramount and prevail in so far as its terms are inconsistent with these Conditions.

3. Obligations and warranties of Customer

- 3.1. The Customer warrants that it is either the Owner or the authorized Agent of the Owner of the Goods and that it is authorized to accept and accepts these Conditions, not only for itself, but also as Agent for and on behalf of the Owner.
- 3.2. The Customer and any Person acting on the Customer's behalf shall give DSV lawful, sufficient and executable Instructions, as well as all necessary details and documentation for DSV to perform the Services including, but not limited to licenses, description and particulars of the Goods and their nature and classification, stock keeping unit information, transshipment method, storage and transport conditions in respect of temperature and humidity, etc. The Customer guarantees the correctness and completeness of such details and documentation.
- 3.3. The Customer warrants that the Goods are properly packed, classified, sealed, labelled, addressed and in an overall air-, road, rail—and/or sea-worthy condition, as applicable, except where DSV has accepted, in writing, responsibility in respect of packaging and/or labelling.
- 3.4. The Customer warrants that it shall adhere to applicable legislation in relation to its performance of the Agreement, including any legislation applicable to the Goods, and conduct its business in an ethical and legal manner at all times.

4. Rights and obligations of DSV

- 4.1. Unless otherwise agreed in writing, DSV shall be entitled to enter into contracts on behalf of itself and without notice to the Customer:
 - a) for the carriage of Goods by any route, means or person,
 - b) for the carriage of Goods of any description, whether containerized or not, on or under the deck of any vessel,
 - c) for the storage, packing, transshipment, loading, unloading or handling of Goods by any person at any place whether on shore or afloat and for any length of time,
 - d) for the carriage or storage of Goods in containers or with other goods of whatever nature,
 - e) for the performance of its own obligations, and to do such acts as DSV reasonably considers may be necessary or incidental to the performance of DSV's obligations.
- 4.2. DSV shall be entitled (without incurring any additional liability), but shall be under no obligation, to depart from the Customer's instructions in any respect if DSV reasonably considers there is a good reason to do so in the Customer's interest.
- 4.3. DSV may at any time comply with the orders or recommendations given by any Authority. The responsibility and liability of DSV in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.
- 4.4. If at any time DSV reasonably considers that for safety, security, regulatory compliance (including applicable export control regulations and/or sanctions) or any other grounds the carriage, storage or handling of the Goods should not be undertaken or continued or only continued after effecting any necessary incidental measures or incurring additional expense or risk, DSV shall be entitled to:
 - a) abandon the carriage of such Goods or to effect such additional incidental measures and/or incur such additional expense, as may be reasonably necessary in order to enable the carriage to be effected or further effected; and
 - b) be reimbursed by the Customer for the cost of all such additional incidental measures and/or all such additional expense incurred.
- 4.5. Where DSV (or any Person whose services DSV makes use of) is entitled to call upon the Customer or Owner to take delivery of the Goods at a designated time and place and delivery of the Goods, or any part thereof, is not taken by the Customer or Owner at the designated time and place; DSV (or such other Person) shall be entitled to store the Goods in the open or under cover at the sole risk and expense of the Customer.
- 4.6. DSV shall have the right to enforce against the Owner and the Customer jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer which upon demand have not been paid.
- 4.7. DSV will perform all Services in accordance with the DSV Code of Conduct applicable at the time of the performance of Services. The DSV Code of Conduct is based on the values of DSV and signifies DSV's intentions regarding ethical business behavior and applies to all DSV Group entities and employees, including managers and executive officers. The Customer shall conduct its business in an ethical and legal manner. **Customer and Owner understand and accept that DSV shall not be liable for any loss, damage or delay and/or breach of contract caused by DSV's adherence to the DSV Code of Conduct.**

5. Special instructions, goods and services

5.1. The Customer's responsibility for correct information

- 5.1.1. The Customer shall be deemed to have guaranteed to DSV the accuracy, at the time the Goods were taking in charge by DSV, of the description of the Goods including but not limited to its marks, number, quantity and weight as furnished by the Customer or any Person acting on Customer's behalf, and the Customer shall defend, indemnify and hold harmless DSV against all loss, damage and expenses arising or resulting from inaccuracies in or inadequacy of such particulars. For Goods shipped in Containers the weight furnished by the Customer or any Person acting on Customer's behalf must comply with the Safety Of Life At Sea (SOLAS) Verified Gross Mass regulations, unless otherwise agreed in writing with DSV.

5.2. Dangerous Goods

- 5.2.1. Unless agreed in writing, the Customer shall not deliver to DSV, or cause DSV to transport, store, deal with and/or handle Dangerous Goods. In the event that DSV agrees to provide Services for the Customer in connection with Dangerous Goods, the Customer shall ensure: (i) that the Customer has provided DSV in advance with all relevant information pertaining to the nature of the Dangerous Goods and the requirements for their safe and proper transportation, storage and/or handling (including providing DSV with copies of any Material Safety Data Sheets applicable to such Dangerous Goods); (ii) that such Dangerous Goods are properly packed and labelled in accordance with their nature and the regulatory requirements pertaining thereto; and (iii) that the Customer and any

- Person acting on the Customer's behalf has, and shall fully comply with all applicable legal and regulatory rules and requirements pertaining to the Dangerous Goods, including but not limited to obtaining and/or maintaining any necessary licenses and/or permits.
- 5.2.2. If the Customer is in breach of Clause 5.2.1:
- a) the Customer shall be liable for all loss or damage whatsoever caused by or to or in connection with the Dangerous Goods howsoever arising;
 - b) the Customer shall defend, indemnify and hold harmless DSV against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith; and
 - c) DSV (or any other person in whose custody the Dangerous Goods may be in at the relevant time) may, at DSV's sole discretion, have the Dangerous Goods destroyed or otherwise dealt with. For the purposes of this sub-clause, notice is not required to be given to any person of the intention to destroy or otherwise deal with the Dangerous Goods.
- 5.3. **Other Goods with special requirements**
- 5.3.1. Unless agreed in writing, the Customer shall not deliver to DSV, or cause DSV to transport, store, deal with or handle any Goods which require special measures in respect of their transportation, storage and/or handling (including but not limited to Goods requiring temperature or humidity control, Goods requiring special security measures, or out-of-gauge Goods) without previously giving written notice of their nature and complete Instructions as to the special measures required; the cost of which shall be borne by the Customer.
- 5.3.2. In case of a temperature-controlled Container stuffed by or on behalf of the Customer, the Customer further undertakes that:
- a) the Container has been properly pre-cooled or pre-heated as appropriate;
 - b) the Goods have been properly pre-cooled or pre-heated and properly stuffed in the Container; and
 - c) the Container's thermostatic controls have been properly set by the Customer.
- 5.3.3. If the requirements of Clauses 5.3.1 and 5.3.2 are not complied with, DSV shall not be liable for any loss of or damage to the Goods whatsoever caused by such non-compliance and the Customer shall defend, indemnify and hold harmless DSV against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith.
- 5.4. **Declarations**
- 5.4.1. Unless agreed in writing, DSV shall not be obliged to make any declaration for the purposes of any statute, convention or contract as to the nature or value of any Goods or as to any special interest in delivery, or to make any declaration as to specific stowage requirements of any Goods.
- 5.5. **Cash-On-Delivery/Cash-Against-Documents**
- 5.5.1. Unless agreed in writing DSV does not undertake to deliver or release Goods against payment or against surrender of a particular document. Should DSV accept to deliver or release Goods against payment or against surrender of a particular document, DSV will be liable for the exercise of reasonable diligence and care only. DSV's liability shall, subject to the provisions of Section 11 below, be limited in respect of a failure to exercise reasonable diligence and care in the delivery and/or release of Goods against payment or against surrender of a particular document, to an absolute maximum of the invoice value of the Goods at the time when DSV received the Goods into its custody.
- 5.6. **Time guarantee**
- 5.6.1. Unless agreed expressly in writing that the Goods shall depart/be collected by or arrive/be delivered by a particular date or time, DSV accepts no responsibility for departure/collection or arrival/delivery dates or times of Goods. ETA (Estimated Time or Arrival), ETD (Estimate Time of Departure) or any other similar estimated or indicative times/dates shall not be construed as a time guarantee on the part of DSV.
- 5.7. **Customs Clearance**
- 5.7.1. Customs Services shall be subject to the Customer executing a separate power of attorney or similar lawfully binding authority granting DSV (and/or its servants, subcontractors or agents) the right to represent and act on behalf of the Customer in accordance with the applicable local rules in the country/ies where the Customs Services are to be performed.
- 5.7.2. DSV will only perform Customs Services as a Direct Representative unless otherwise expressly agreed in writing or mandatorily required by applicable law. To the extent that DSV acts as an Indirect Representative for the Customer, DSV shall be entitled to condition so acting upon the provision by the Customer to DSV of adequate security against any potential liability of DSV for any customs duties, excises, taxes, fines penalties and/or interest due in connection with the import and/or export of Goods, such as bank guarantee or parent company guarantee. DSV may at any time cease any Customs Services if DSV in its absolute discretion deems the provided security to be inadequate.
- 5.7.3. The Customer accepts that it shall bear ultimate responsibility for the payment of all customs duties, excises, taxes, fines penalties and/or interest due in connection with the import and/or export of the Goods and shall indemnify and hold DSV harmless against any liability (individual and/or joint and several) for the same that DSV or any Person acting on DSV's behalf may incur, as well as any costs or expenses (including reasonable legal fees and costs) associated with the defense against such liability.
- 5.8. **Export Controls**
- 5.8.1. The Customer shall ensure that the Goods are legally exported or imported to or from the origin or destination, and any country of transit, instructed or agreed by Customer, in respect of the applicable export control legislation.
- 5.8.2. The Customer shall furthermore perform all necessary denied party screenings of the commercial parties involved and ensure that the Goods and/or any involved party to the trade are not subject to restrictions, embargoes or other legal limitations. It is the obligation of the Customer to timely obtain and provide to DSV all necessary import, export, transit and/or (re)transfer licenses related to the Goods.
- 5.8.3. **DSV may, without incurring any liability, decline to perform Services due to issues of export control if DSV reasonably deems (i) the origin, destination or country of transit to be a restricted or embargoed country, (ii) the Goods to be a restricted commodity; (iii) any of the involved parties to the trade to be a denied or excluded party; or (iv) the licenses obtained and/or provided by the Customer to be incorrect, insufficient or incomplete.**
- 5.8.4. DSV will adhere to all applicable laws and licenses in relation to export controls when performing Services which may involve restricted or embargoed countries, restricted or embargoed commodities or denied parties.
- 5.8.5. **The Customer shall indemnify DSV for all costs, charges, fines, penalties and legal fees arising from or in connection with the Services due to the Customer's negligence, wilful misconduct, or failure to comply with its obligations under this Clause 5.8.**
- 5.8.6. DSV will not be liable for delays caused by inspections conducted by or on behalf of DSV or any Authority with the aim of investigating possible violations of export control rules.
6. **Subcontractors**
- 6.1. DSV is entitled to subcontract/engage servants, subcontractors and/or agents to perform any part of the Services on its behalf at any time.
- 6.2. The Customer undertakes that no claim will be made against any servant, subcontractor or agent of DSV which imposes or attempts to impose upon any of them any liability whatsoever in connection

- with the performance of Services and/or the Goods. If any such claim is nevertheless made, the Customer undertakes to indemnify DSV against all consequences thereof.
- 6.3. Without prejudice to Clause 6.2, every servant, subcontractor or agent of DSV shall have the benefit of all provisions in these Conditions as if such provisions were expressly for their benefit. In entering into the Agreement, DSV, to the extent of those provisions, does so not only on its behalf, but as agent and trustee for such servants, sub-contractors and agents.
- 6.4. Without prejudice to the generality of this Clause 6, the indemnity referred to in Clause 6.2, shall cover all claims, costs and demands arising from or in connection with the negligence or wilful misconduct of DSV, its servants, subcontractors and agents.
7. **Payment and payment terms**
- 7.1. The Customer shall pay the Prices, as well as any applicable incurred surcharges (e.g. fuel, bunker adjustment, peak, war, piracy), as remuneration for the Services. DSV shall also be entitled to charge the Customer a currency adjustment factor (CAF) of 5% of the total amount invoiced.
- 7.2. Further, the Customer acknowledges and agrees to pay the costs of any carbon emissions allowances associated with flights that are part of the Services; if any such allowances are required for submission under the ICAO Carbon Reduction and Offsetting Scheme for International Aviation (CORSIA), the European Union Emissions Trading Scheme (ETS) or any other government imposed system of market based measures, including fines, designed to reduce or control aircraft carbon and/or aircraft noise.
- 7.3. Unless otherwise agreed, the Prices shall be valid for a maximum of 3 (three) months from their entry into effect. At any time following expiration of the validity of any Prices, DSV may review them and notify the Customer of any changes to the Prices, which shall become immediately effective upon such notification.
- 7.4. DSV shall further be entitled at any time by notice to the Customer to increase the Prices due to significant cost increases beyond its reasonable control, specifically including but not limited to governmental taxes and levies, fuel, road tolls, workers collective agreements etc.
- 7.5. The Prices and/or surcharges do not include VAT, customs duties, and other government taxes related to the Goods. These costs, duties and taxes shall be the sole responsibility of the Customer.
- 7.6. If any outlays and/or expenses in relation hereto are made by DSV on behalf of the Customer related to VAT, duties, taxes or any other charges including but not limited to customs and/or excise duties and taxes then these outlays and/or expenses shall be paid by the Customer immediately on demand of DSV.
- 7.7. DSV may charge the Customer for additional direct or indirect costs such as but not limited to waiting time, demurrage and detention, additional or unexpected storage or handling redirection of goods during transit or failed attempts of pick-up or delivery of Goods not attributable to DSV.
- 7.8. If DSV is instructed to collect freight, duties, charges or other expenses from any Person other than the Customer, the Customer shall remain responsible for these amounts; and shall pay these amounts to DSV on demand where these amounts have become due and have not been paid by such other Person.
- 7.9. Unless otherwise agreed, the Customer shall pay the invoiced amount 30 (thirty) days from the date of DSV's issuance of the invoice without deduction or deferment on account of any claim, counterclaim or set-off.
- 7.10. DSV will charge interest in case of late payment. Interest will be levied from the due date of the overdue invoice until payment is made in full. If no legislation applies regarding interests for late payment DSV may charge 1.5% (one point five percent) per commenced month from the due date of the overdue invoice. DSV shall furthermore be allowed to charge the Customer a dunning fee of EUR 10.00 for up to three payment reminders on overdue payments. Charges of interests and dunning fees shall be in accordance with applicable law. In addition, if the Customer performs late payments on 2 (two) or more continuous occasions, DSV shall be entitled to charge a fixed compensation of 6 % (six percent) of the amounts due under these 2 (two) or more delayed payment invoices from the Customer for administration and other costs resulting from the default in timely payment.
- 7.11. DSV and/or its Affiliates reserve the right at any time to take out debtor insurance on the Customer and/or its Affiliates covering any amounts that might become due from the Customer and/or its Affiliates to DSV in connection with the Agreement and/or the Services.
8. **Lien**
- 8.1. **Unless otherwise agreed, DSV shall have a right of retention and general lien on all Goods in DSV's possession or control and any documents relating thereto, for all sums due at any time from the Customer and/or Owner on any account whatsoever. Should the Goods be lost or destroyed, DSV has similar rights in respect of compensation payable by insurance companies, carriers or other third parties. The Customer shall not pledge rights of surety, lien or any other type of security related to such Goods to a third party without DSV's prior written consent.**
- 8.2. Where any sum due to DSV from the Customer or Owner remains unpaid, DSV, on giving reasonable advance notice in writing to the Customer, shall be entitled (without liability to the Customer and Owner) to sell or dispose of such Goods or documents by public auction or by private treaty at the risk and expense of the Customer and Owner and to apply the proceeds of any such sale or disposal in or towards the payment of the sums due, including expenses incurred in connection with DSV exercising its rights under this clause. **Customer acknowledges and confirms that any such disposal or sale will not be a breach of any IP-rights or trademarks, and Customer guarantees not to sue or otherwise claim against DSV, or the purchaser of the Goods, for breach of any IP-rights, trademarks or for any other claim or loss due to DSV's disposal or sale of the Goods.**
9. **Insurance**
- 9.1. DSV will take out liability insurances, as may be required by law or as is the common practice in DSV's trade or business.
- 9.2. **Unless specifically agreed in writing DSV will not take out Cargo Insurance on the transported, handled or stored Goods. As DSV's liability is limited in accordance with Section 11 of these Conditions, DSV encourages the Customer to take out Cargo Insurance to cover the Goods during transport, handling and storage.**
10. **General indemnities**
- 10.1. Subject to the provisions of Section 11 below, DSV shall indemnify, hold harmless, and at the Customer's request, defend the Customer, its officers, directors and employees, against claims by any third party due to the negligence or wilful misconduct by DSV causing damage to the third party's property or injury or death of the third party. If the Customer wishes to exercise this right the Customer must promptly notify DSV about the claim.
- 10.2. The Customer and Owner, both being jointly and severally liable, shall each indemnify, hold harmless, and at DSV's request, defend DSV, its officers, directors and employees, against claims by any third party due to the breach of this Agreement, negligence or wilful misconduct by the Customer and/or Owner or any Person acting on their behalf causing loss or damage to the third party's property or injury or death of the third party in connection with this Agreement. If DSV wishes to exercise this right DSV must promptly notify the Customer about the claim.

- 10.3. Moreover, the Customer and Owner, both being jointly and severally liable, shall each defend, indemnify and hold harmless DSV against liability, loss, damage, delay, costs and expenses arising from or in connection with:
- a) the Customer's and/or Owner's negligence or wilful misconduct;
 - b) the nature or inherent vice of the Goods, other than to the extent caused by DSV's negligence;
 - c) duties, taxes, imposts, levies, deposits and outlays levied by any Authority in respect of the Goods and/or Containers, and for all liabilities, payments, fines, costs, expenses, loss and damage sustained by DSV in connection therewith, except to the extent caused by DSV's own negligence or wilful misconduct;
 - d) DSV acting in accordance with the Customer's or Owner's Instructions;
 - e) a breach of warranty stipulated in Clauses 3.1-3.4 or obligation by the Customer or arising from the negligence of the Customer or Owner; or
 - f) any other Person relying on the advice and information, in whatever form it may be given, provided by DSV for the Customer only.
- 10.4. The Customer and Owner shall be jointly and severally liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage due to negligence or wilful misconduct of the Customer or Owner or any Person acting on behalf of either of them or for which the Customer is otherwise responsible, of property of:
- a) DSV (including, but not limited to, Containers);
 - b) DSV's servants, subcontractors or agents;
 - c) independent contractors engaged by DSV for performance of part or all of the Services; or
 - d) any other Person.
11. **Liability**
- 11.1. **DSV shall be liable for loss, damage or delay in connection with the Services and/or the Goods only to the extent such loss, damage or delay is caused by DSV's negligence or wilful misconduct.**
- 11.2. **Regardless of Clause 11.1 DSV shall not be liable for loss, damage or delay arising from the special risks inherent in one or more of the following:**
- a) the act or omission of the Customer or Owner or any Person acting on their behalf;
 - b) compliance with the Instructions given to DSV by the Customer, Owner or any other Person entitled to give them;
 - c) insufficiency of the packing or labelling of the Goods, except where such service has been provided by DSV;
 - d) handling, loading, stowage or unloading of the Goods by the Customer or Owner or any Person acting on their behalf;
 - e) inherent vice of the Goods;
 - f) act or omission of any Authority, riots, civil commotions, strikes, lockouts, stoppage or restraint of labor from whatsoever cause;
 - g) any hindrance, including Force Majeure ; and/or
 - h) any other cause which DSV could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
- 11.3. **Where DSV has engaged any subcontractor to perform any part of the Services on its behalf, DSV shall, in respect of such subcontracted Services, have the full benefit of all rights, limitations and exclusions of liability available to the subcontractor in the contract between DSV and the subcontractor and in any law, statute or regulation, and the liability of DSV shall not exceed the amount recovered, if any, by DSV from the subcontractor.**
- 11.4. **To the extent that the International Convention for the Unification of Certain Rules relating to International Carriage by Air, dated 28 May 1999 ("Montreal Convention") is mandatorily applicable to such carriage, DSV's liability in respect of loss, damage or delay to Goods carried by air shall be determined in accordance with the provisions of and subject to the limits of liability of the carrier contained in such Montreal Convention. To the extent that the International Convention for the Unification of Certain Rules relating to International Carriage by Air, dated 12 October 1929, as amended by the Hague Protocol of 1955, as subsequently amended ("Warsaw Convention") is mandatorily applicable to such carriage, DSV's liability in respect of loss, damage or delay to Goods carried by air shall be determined in accordance with the provisions of and subject to the limits of liability of the carrier contained in such Warsaw Convention; provided however that where both the Montreal and Warsaw Conventions are applicable, the Montreal Convention shall prevail.**
- 11.5. **In respect of loss of or damage to Goods carried by sea, DSV's liability shall be determined in accordance with the provisions of and subject to the limits of liability of the carrier contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924, as amended by the Protocol signed at Brussels on 23 February 1968 and the Protocol signed at Brussels on 21 December 1979 ("Hague Visby Rules"), irrespective of whether the Hague Visby Rules are compulsorily applicable; provided that non-containerized goods which by the contract of carriage is stated as being carried on deck shall be carried at Customer's risk and DSV shall not be liable for loss of or damage to such goods howsoever arising (including loss of or damage to such goods caused by unseaworthiness or DSV's negligence). Notwithstanding the foregoing, in respect of loss of or damage to Goods carried by sea to or from the United States of America, DSV's liability shall be determined in accordance with the provisions of and subject to the limits of liability of the carrier contained in the Carriage of Goods by Sea Act of 1936 ("COGSA"), provided that DSV's liability for loss of or damage to non-containerized goods which by the contract of carriage is stated as being carried on deck and is so carried shall be carried at shipper's risk as to the perils inherent in such carriage and in all other respects, DSV's liability shall be determined in accordance with the provisions of and subject to the limits of liability of the carrier contained in COGSA.**
- 11.6. **To the extent that the International Carriage of Goods by Road, dated 19 May 1956, as amended by Protocol to the CMR, 5 July, 1978 ("CMR Convention") is mandatorily applicable to such carriage, DSV's liability in respect of loss, damage or delay to Goods carried internationally by road shall be determined in accordance with the provisions of and subject to the limits of liability of the carrier contained in such CMR Convention.**
- 11.7. **To the extent that Appendix B - Uniform Rules concerning the Contract for International Carriage of Goods by Rail to the Convention concerning International Carriage by Rail signed at Bern on 9 May 1980, as amended by the Protocol signed at Vilnius on 3 June 1999 ("CIM Uniform Rules") is mandatorily applicable to such carriage, DSV's liability in respect of loss, damage or delay to Goods carried internationally by rail shall be determined in accordance with the provisions of and subject to the limits of liability of the carrier contained in such CIM Uniform Rules.**
- 11.8. **For all other loss, damage or claims, including to the extent that the international conventions/rules and national law referenced in clauses 11.4 to 11.7 above are determined to not be applicable, DSV's liability shall, except to the extent expressly prohibited by applicable law, be limited as follows:**
- a) **In respect of loss or damage or claim relating to Goods or other property, to the lesser of: 2 (two) SDR per kilogram of gross weight of the Goods or property lost, damaged or in connection with**
- which such claim is made; 75,000 (seventy-five thousand) SDR per occurrence or 1,000,000 (one million) SDR in the aggregate per each calendar year;**
 - b) **In respect of delay or claims relating to delay, to the lesser of twice DSV's fees for the delayed Service(s), where applicable, or 10,000 (ten thousand) SDR per occurrence; and**
 - c) **In respect of any other loss, damage, or claim (including in respect of any errors or omissions), to the lesser of 20,000 (twenty thousand) SDR per occurrence or 200,000 (two hundred thousand) SDR in the aggregate per each calendar year.**
- 11.9. **DSV's aggregate total liability for any loss, damage or claim in connection with the performance and/or non-performance of Services or any other obligations hereunder shall not in any event exceed 2,000,000 (two million) SDR per calendar year.**
- 11.10. **Except to the extent expressly prohibited by applicable law, under no circumstances shall DSV be liable in contract, tort, negligence, breach of statutory duty or otherwise for any indirect, consequential, special, incidental, punitive and/or exemplary loss, damage, costs or expenses of any nature whatsoever; or for any loss of actual or anticipated profits, loss of revenue, loss of goodwill and/or business, loss of savings or any other pure economic loss, in each case whether direct or indirect; regardless of whether any such loss, damage, cost or expenses was or could have been foreseeable and/or DSV was advised of the possibility thereof.**
12. **Notice of Claim**
- 12.1. Notice of claim shall be given to DSV without undue delay. In case of apparent damage to or loss of Goods, notice should be given immediately upon the receipt of the Goods. In case of nonapparent damage to or loss of Goods, notice of claim should be given within the period prescribed by any applicable law and/or international convention (including, but not limited to the international conventions/rules referenced in clauses 11.4 to 11.7), and absence of any such provision, no later than seven days from the day when the Goods were received.
- 12.2. If the Customer fails to give notice within the notice period stipulated in Clause 12.1 the Customer shall bear the burden of proof that the damage or loss of the Goods had occurred before the Goods were received. If the Customer fails to prove this, the Goods will be considered to have been delivered in perfect condition.
- 12.3. Except to the extent otherwise mandatorily stipulated under applicable law, notice of claim concerning delay, loss of the whole consignment and/or matters other than damage to or loss of the Goods shall be given within 14 (fourteen) days from the day on which the Customer knew or ought to have known about the circumstances forming the basis of DSV's liability. If such notice of claim is not given, the Customer shall lose its right to put forward any claim.
13. **Time-bar**
- 13.1. Except to the extent otherwise mandatorily stipulated under applicable law, legal proceedings against DSV shall be commenced within a period of 1 (one) year; otherwise the right of claim will be deemed to have expired and/or been waived by the Customer/claimant. The time limit period runs:
- a) upon depreciation of or damage to Goods from the day upon which the Goods were delivered to the consignee,
 - b) upon delay, loss of the whole consignment or any other kind of loss not falling under a) from the time at which the delay, total loss or other loss could at the earliest have been become known to the Customer/claimant or its agents/representatives.
14. **Termination for Convenience**
- DSV shall be entitled at any time to terminate wholly or in part, the Agreement and/or any Services provided thereunder for convenience, with or without cause, with the provision to the Customer of at least 30 (thirty) days' prior notice.
15. **General Average**
- General Average shall be adjusted at any port or place at the option of DSV or its subcontracted carrier, and shall be governed by and settled in accordance the York-Antwerp Rules of 1994 – this in respect of all goods, whether carried on or under deck. The New Jason Clause as approved by BIMCO as at the time of the provision of Services is incorporated into and forms part of these Conditions. The Customer shall defend, indemnify and hold harmless DSV in respect of any liability, claims demands and/or costs in connection with any General Average involving Goods of the Customer, including any claims or demands for General Average security which may be made on DSV and/or against the Goods, and the Customer shall forthwith provide such security as may be required by DSV in this connection.
16. **Both-to-Blame Collision Clause**
- To the extent applicable, the Both-to-Blame Collision Clause as recommended by BIMCO as at the same of the provision of Services is incorporated into and forms part of these Conditions.
17. **DSV acting as Agent**
- 17.1. DSV shall notify the Customer if DSV will act as Agent only in connection with the Services. If no such notice is made DSV shall be considered to act as Principal.
- 17.2. To the extent that DSV acts as an Agent, DSV does not make or purport to make any contract with the Customer for the carriage, storage or handling of the Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing such services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
- 17.3. DSV shall not be liable for the acts and omissions of third parties referred to in Clause 17.2. DSV shall only be liable if it fails to exercise due diligence in contracting the third party.
- 17.4. Except to the extent caused by DSV's negligence, the Customer shall defend, indemnify and hold harmless DSV in respect of all liability, loss, damage, costs or expenses arising out of any contracts made in the procurement of the Customer's requirements in accordance with Clause 17.2.
18. **Hindrance**
- 18.1. DSV shall use reasonable efforts to perform and complete the agreed Services. If at any time the performance of Services is affected by any hindrance, risk or delay not attributable to DSV or DSV's subcontractors, including but not limited to any Force Majeure, DSV shall not be liable for any resulting loss, damage or delay, or any claim relating thereto.
- 18.2. Any delay or failure in performance of Services due to a hindrance event shall not constitute a breach of the Agreement.
- 18.3. If a hindrance continues for more than 30 (thirty) consecutive calendar days, the Customer or DSV may terminate the specific ordered Services affected by the hindrance event with a written notice.

19. **Data Privacy**

DSV has the right to process personal data provided by or about the Customer, Owner, or any Person in connection with the Services, to transfer such data to other group companies and contractors of DSV, including in other countries which may not have the same level of data protection as the country where some of the Services are provided, and to have it processed in such other country if and to the extent the transfer and processing of the data in such country is required or feasible for performing the agreed Services. The Customer warrants (i) that the personal data that the Customer, Owner or any Person has provided to DSV in relation to the Services have been lawfully obtained, (ii) that the relevant provider is authorized to provide such data to DSV if and to the extent the transfer and processing of the data in such countries is required for performing the agreed Services, and (iii) that it has obtained informed and specific consent from any relevant individual in respect to such data and that DSV may use such consent for sending notifications and may transfer any such data as is required to perform the Services in the ordinary course of activities. DSV uses any such personal data in accordance with DSV's Privacy Notice published on DSV's web site at www.dsv.com/en/about-dsv/privacy-policy. Furthermore, the Customer warrants that it has obtained informed and specific consent from any applicable Owner or other individual that DSV may use the Owner's personal data in accordance with the above linked DSV Privacy Notice in effect at the time of performing the Services with regard to uses other than those specified above.

20. **Miscellaneous**

20.1. **Amendments**

At any time DSV shall have the right to unilaterally amend these Conditions by publishing the amendments on DSV's website. In case any Agreement was concluded by DSV after such publication, those will be subject to the amended Conditions.

20.2. **Assignment**

Customer shall not assign or transfer any rights or obligations under the Agreement to any third party or affiliate without the express prior written consent of DSV. DSV may condition its consent upon such changes to the terms or conditions condition of the Agreement as it deems in its sole discretion to be necessary to mitigate any increased risk by this assignment or transfer of rights and obligations.

20.3. **Notices**

Notifications shall be made in writing, by mail or e-mail between the parties. Any notice served by mail shall be deemed to have been given on the third day following the day on which it was mailed.

20.4. **Headings**

Headings of clauses or groups of clauses in these Conditions are for indicative purposes only.

20.5. **Legislation**

If any legislation is compulsory applicable to Services undertaken – in whole or in part - these Conditions shall, as regards such Services, be subject to such legislation. However, nothing in these Conditions shall be construed as a surrender by DSV of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions is held to be repugnant to such legislation to any extent such part shall as regards such business be over-ridden to that extent and no further.

21. **Dispute resolution and applicable law**

21.1. Unless otherwise regulated by mandatorily applicable national or international legislation or otherwise agreed in writing, the applicable law at the Registered Office of DSV shall apply to these Conditions and the Agreement between DSV and the Customer and to any disputes arising out of or in connection with such Conditions and/or Agreement.

21.2. Unless otherwise agreed in writing or stipulated by mandatory law any dispute arising out of or in connection with this Agreement, its subject matter or formation and/or the Services shall be subject to the exclusive jurisdiction of DSV's domicile.