



## **GENERAL CONDITIONS FOR THE RELATIONS WITH CUSTOMERS OF THE COURIER SERVICES OF DHL EXPRESS BULGARIA EOOD**

This document specifies the General conditions for the relations with customers of the courier services (hereinunder referred to as „General Conditions“). within the meaning of § 1, s.18 of the Additional provisions of the Postal Services Act offered by DHL EXPRESS BULGARIA EOOD (hereunder referred to as “The Operator”).

The present General Conditions include the following parts:

1. The DHL EXPRESS worldwide terms and conditions of carriage; and
2. The specific conditions for the relations with customers of the courier services of DHL Express Bulgaria EOOD.

The DHL EXPRESS worldwide terms and conditions of carriage generally provide for the relations between the customers and the separate companies belonging to the international corporate group of DHL EXPRESS.

The Specific conditions for the relations with customers of the courier services of DHL Express Bulgaria EOOD are applied together with the DHL EXPRESS worldwide terms and conditions of carriage and are specifically focused on meeting the imperative requirements of the applicable legislation of the Republic of Bulgaria.

For the avoidance of doubt:

1. In case of contradiction between the DHL EXPRESS worldwide terms and conditions of carriage and the Specific conditions for the relations with customers of the courier services of DHL Express Bulgaria EOOD, the latter shall have priority;
2. In case of contradiction between the DHL EXPRESS worldwide terms and conditions of carriage and the imperative requirements of the Bulgarian legislation, the latter shall apply;

The General Conditions, are binding for both the Operator and the customer and constitute an integral part of the individual agreement between them, if any such is signed.

By handing his/her shipment to DHL Express Bulgaria EOOD, the sender declares on his/her behalf and on behalf of any person concerned with the shipment that he/she is familiar with the present General Conditions and will strictly adhere thereto.



## **DHL EXPRESS WORLDWIDE TERMS AND CONDITIONS OF SHIPMENTS CARRIAGE (hereinunder “Worldwide Terms and Conditions”)**

### **IMPORTANT NOTICE!**

When ordering DHL’s services you, as “Shipper”, agree, on your behalf and on behalf of anyone else with an interest in the shipment that these Worldwide Terms and Conditions shall apply from the time that DHL accepts the Shipment unless otherwise agreed in writing with an authorized officer of DHL.

“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, air waybill, or consignment note and shall incorporate these Worldwide Terms and Conditions. Every Shipment is transported by DHL on a limited liability basis as provided herein. If the Shipper requires greater protection, then insurance may be arranged at an additional cost. (Please see below for further information). “DHL” means any member of the DHL Express Network.

### **1 Customs, Exports and Imports**

DHL may perform any of the following activities on Shipper’s behalf in order to provide its services to Shipper: (1) complete any documents, amend product or service codes, and pay any customs duties or taxes required under applicable acts, laws and regulations; (2) act as Shipper’s forwarding agent for customs and export control purposes and as Receiver’s agent for the purpose of designating a customs broker to perform customs clearance of the shipment and ensure its entry into the country, 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 to place such requests.

### **2 Unacceptable Shipments**

Shipper agrees that its Shipments shall not be accepted for transportation by DHL:

- when these contain hazardous materials, commodities or articles prohibited or restricted for transportation by IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods), any applicable government department or other relevant organization;
- when no customs declaration is made for them, if such is required by applicable customs regulations; or
- when these contain falsified items, live animals, bullion, currency, banderols/tax stickers, bearer form negotiable instruments, precious metals and stones, firearms (genuine and replicas), parts thereof and ammunition, other weapons, human remains, pornography or illegal narcotics/medicine.
- when DHL decide they cannot transport them safely or legally, or
- if their packing is defective or inadequate.

### **3 Deliveries & Undeliverables**

Shipments cannot be delivered to P.O. boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper (which in the case of mail services shall be deemed to be the first receiving postal service) but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. If Receiver refuses delivery or to pay for delivery, or the Receiver considers the shipment 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, if any, to be returned to Shipper.

### **4 Inspection**

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

### **5 Shipment Charges & Billing**

DHL's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by DHL to confirm this calculation.

Shipper shall pay or reimburse DHL for all Shipment-related charges, storage costs, 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.

### **6. DHL's Liability**

DHL's liability is strictly limited to direct loss and damage only and to the per kilo limits in this Section 6. All other types of compensations for 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. If a Shipment combines carriage by air, road or other mode of transport, it shall be presumed that it has been carried by air. DHL's liability in respect of any one Shipment transported, without prejudice to Sections 7-11, is limited to its actual cash value and shall not exceed:

- 25 US\$/kg or 11.34 US\$/pound for Shipments carried by air or other non-road methods of transportation;
- 12 US\$/kg or 5.44 US\$/pound for Shipments carried by road.

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 a



special declaration of value and request insurance as described in Clause 8 (Shipment Insurance) or make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

## **7 Time Limits for Claims**

All claims for indemnity must be submitted in writing to DHL within thirty (30) days from the date of the original shipment acceptance by DHL, failing which DHL shall have no liability whatsoever.

## **8 Shipment Insurance\***

DHL can arrange insurance for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment, provided that the Shipper completes the insurance section on the front of the waybill or requests it via DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

## **9 Delayed Shipments**

DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these are **not guaranteed and do not form part of the contract**. DHL is not liable for any damages or loss caused by delays.

Certain services have a money-back guarantee, which provides for a credit or refund for delay of all or part of the Shipment's transport charges in some cases. The full Money-Back Guarantee Terms and Conditions are available on the DHL website ([www.dhl.com](http://www.dhl.com)) or from DHL Customer Service.

## **10 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 characteristics related to the nature of the Shipment, even if known to DHL; any action 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 or embargo; riot or civil commotion; industrial action.

## **11 Conventions**

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the responsibility of DHL shall be governed by the Montreal Convention, or the Warsaw Convention, if still applicable. For international road transportation, the Convention for

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\* Not available for mail service shipments



the International Carriage of Goods by Road (CMR) may apply. Where applicable, these conventions usually limit DHL's liability for loss or damage.

## **12 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 by Shipper's authorized representative and the present Worldwide Terms and Conditions constitute binding and enforceable obligations of Shipper.

## **13 Routing**

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

## **14 Governing Law**

Any dispute arising under or in any way connected with these Worldwide 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 country of origin of the Shipment, and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

## **15 Severability**

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



**SPECIAL CONDITIONS FOR THE RELATIONS WITH CUSTOMERS OF THE COURIER SERVICES OF  
DHL EXPRESS BULGARIA EOOD  
(hereinunder „Specific Conditions”)**

**CHAPTER I  
Range and nature of services**

1. The courier services provided by The Operator include: International courier services (EXPORT and IMPORT) and express services within the country (DOMESTIC EXPRESS).
2. The Operator provides the following additional services to customers:
  - Insurance (with the assistance of licensed Insurer);
  - Remote Area Service
  - Payable Packaging
  - Pick and Pack Service
  - Return receipt
  - Saturday delivery
  - Dangerous goods
  - Temperature-sensitive shipments (incl. shipments, containing dry ice)
  - Courier on board
  - Pre-printed air waybill
  - Neutral Delivery Service
  - Logistic solutions
  - Proactive Delivery Notification/ Tracking Service
  - Special pick-up/ delivery
  - Proof of Delivery
  - Duty deposit handling
  - Duplicate of invoice on customer request
  - US/Canada/Mexico Next Day
  - Storage
  - Customs Clearance services

## **CHAPTER II Shipment delivery times**

3. Shipment delivery times depend on the type of chosen services and are specified in the updated Pricelist of DHL Express Bulgaria EOOD published on the Operator's website [www.dhl.bg](http://www.dhl.bg), and also available from the offices of DHL Express Bulgaria EOOD.
4. In contrast to art. 9 of the Worldwide Terms and Conditions the shipment delivery times are part of the agreement between the Operator and the customer and are binding for the Operator.

## **CHAPTER III Prices. Manner of payment**

5. The way of defining the service prices by the Operator is provided for in art. 5 of the Worldwide Terms and Conditions. The present chapter is only intended to render these provisions in compliance with the imperative requirements of the Bulgarian legislation.
6. The prices of services are determined by the Operator in accordance with the Postal Services Act and are specified in the updated Pricelist of DHL Express Bulgaria EOOD.
7. The prices of services are paid by customers in advance.
8. The prices of services can also be paid within such deadlines as specified in the individual agreements signed with customers.
9. Payments for the services are made either in cash or otherwise.

## **CHAPTER IV Conditions on the acceptance and delivery of shipments**

10. The conditions on shipment acceptance and delivery are provided for in art. 2, art. 3 and art. 4 of the Worldwide Terms and Conditions.
11. In addition to art. 3 of the Worldwide Terms and Conditions, the period after which the shipment may be released, disposed of or sold by the Operator if deemed unacceptable, if undervalued for customs purposes, or if the receiver cannot be reasonably identified or located, or if he/she refuses to accept it or pay its delivery, shall be one month.
12. In contrast to art. 4 of the Worldwide Terms and Conditions, should any doubt exist for insertion of prohibited items or substances into the shipments, the Operator can inspect these at the time of acceptance, with the consent of the sender. When there is sufficient reason to believe that an already accepted shipment contains prohibited items or substances, the Operator is entitled to make an independent inspection. By passing the shipment to the Operator the customers declare that the content of their shipments is in compliance with applicable regulations and that they grant their permission for such inspection.
13. Acceptance of delivery can be made in writing or in electronic form. The acceptance cannot be challenged on the sole ground that exists only in electronic form

## **CHAPTER V**

### **Procedures for quality claims and indemnities**

14. The procedures for quality claims and indemnities, as well as the respective responsibilities of the Operator and the customer, are provided for in art. 6, art. 7, art. 10, art. 11 and art. 12 of the Worldwide Terms and Conditions. For avoidance of doubt, the term „claim” in the Worldwide Terms and Conditions shall be interpreted as „quality claim” within the meaning of the Postal Services Act.
15. In contrast to art. 6 of the Worldwide Terms and Conditions, the Operator shall indemnify the customers in all cases imperatively settled by the Postal Services Act, incl. cases involving lost, stolen or damaged shipments, both entirely and partially, and failure to meet the shipment delivery deadlines.
16. Customers are entitled to written quality claims.
17. In contrast to art. 7 of the Worldwide Terms and Conditions, the acceptable time for claim submission shall be 6 (six) months following the shipment acceptance date.
18. The Operator examines the claim and within a month for domestic shipments, and within three months for international ones, shall inform the claimant in writing about the respective outcome. Upon recognition of the quality claim, the due indemnity shall be paid in a month’s time as from the date of notice.
19. The particular amounts of the indemnities payable by the Operator are shown in art. 6 of the Worldwide Terms and Conditions.
20. In contrast to art. 10 and art. 11 of the Worldwide Terms and Conditions, the Operator shall not be responsible for nonperformance of its obligations only in the cases specified in detail in the Postal Services Act, incl.:
  - 20.1 When the damage or destruction of the shipments has taken place at the fault of the sender or results from the nature of the shipment’s content;
  - 20.2 In case of shipments containing prohibited items or substances, being confiscated or destroyed for this reason by the competent authorities under the respective procedures;
  - 20.3 When the shipment has been delivered to another person due to incomplete or wrong address;
  - 20.4 When the senders or receivers of shipments have not submitted a written quality claim under the provisions of the Worldwide Terms and Conditions and the present Contractual Conditions.
21. The senders are responsible towards the Operator in the cases foreseen in the Postal Services Act, i.e. for all damages caused by the content of their shipments to other shipments. This responsibility, however, is limited to the extent that the Operator itself is responsible towards the owners of damaged shipments. Senders are also responsible for damages suffered by the Operator itself.

## **CHAPTER VI**

### **Rights and obligations of customers and the Operator**

22. The rights and obligations of both the customers and the Operator are provided for in the Worldwide Terms and Conditions. The present Specific Conditions are only intended to render these provisions in compliance with the imperative requirements of the Bulgarian legislation.

23. The customers have the following rights:

23.1. to obtain detailed information on the nature and parameters of the services offered by the Operator;

23.2. to receive quality services in accordance with the Worldwide Terms and Conditions and the present Specific Conditions;

23.3. to submit complaints and notifications to the Communications Regulation Commission;

23.4. to be properly indemnified in the cases and under the procedures set forth in the Worldwide Terms and Conditions and the present Specific Conditions;

24. Customers are obliged:

24.1. to prepare and present the shipment according to the requirements of the Worldwide Terms and Conditions and the present Specific Conditions;

24.2. to pay in advance the service price at the rates announced in the updated Pricelist of the Operator, except for cases where another manner of payment is foreseen in their individual contract or additional agreement;

24.3. to be responsible for damages suffered by the Operator, under the provisions of the Worldwide Terms and Conditions and the present Specific Conditions;

24.4. to provide maximally complete and accurate information for the receiver of the shipment.

25. The Operator has the following rights:

25.1. to require shipments to have appearance and packing that are appropriate for transportation and which do not impose risk to the integrity or content of the other shipments;

25.2. not to accept shipments incompliant with the requirements of the Worldwide Terms and Conditions and/or the present Specific Conditions, or containing the substances or materials prohibited for carriage as listed in Chapter VII herebelow;

25.3. to conclude individual contracts and/or agreements for additional services with the customers.

26. The Operator is obliged:

26.1. to keep the secrecy of correspondence during and after the service performance;

26.2. to provide customers with information on all features of the services, incl. their prices;

26.3. to indemnify customers as provided for in the Worldwide Terms and Conditions and the present Specific Conditions;

26.4. to examine and inform the customers on their complaints and recommendations;

26.5. to inform the customers in the shortest possible term about limitations in service offering, imposed by authorities in exceptional cases or in cases related to national security and defence;

26.6. to define transit times for shipment delivery in accordance with art. 3 of the present Specific Conditions

26.7. to perform the customer-paid service in accordance with the Worldwide Terms and Conditions and the present Specific Conditions;

26.8. to place copies of the GENERAL CONDITIONS FOR THE RELATIONS WITH CUSTOMERS OF THE COURIER SERVICES OF DHL EXPRESS BULGARIA EOOD on easily visible locations in its offices and on its web page and to provide the customers with said document free of charge at their request.

## **CHAPTER VII**

### **Items and substances prohibited for carriage**

27. The substances and items prohibited for carriage are shown in art. 2 of the Worldwide Terms and Conditions. For avoidance of doubt, the Operator prohibits the insertion into domestic and international shipments of all substances and items specified in art. 90 and art. 91 of the Postal Services Act, which contain, but are not limited to:

27.1. narcotic, psychotropic and poisonous materials;

27.2. firearms, ammunition, pyrotechnical, flammable, explosive materials and other dangerous substances and goods;

27.3 items, contradictory to the ethical and moral norms;

27.4. items and substances, which by their nature or packaging can be considered dangerous for life and health of the Operator's employees or third parties, or can damage/contaminate other shipments and/or equipment

27.5. religious materials of banned or unregistered in the country sects and organizations;

27.6. pieces of art without official permission or certificate;

27.7. coins, banknotes, cash instruments, travel cheques, valuable items for the shipper, platinum, gold, silver, rough or polished gemstones and other valuable items, unless value of those is declared

27.8. only for international shipments, including those with declared value - other substances and items, outside the above, forbidden by an international law or for import in the receiving country.

## **CHAPTER VIII**

### **Procedures for dispute resolution**

Disputes between the Operator and the customers are resolved by direct negotiation. If no settlement can be achieved, each party is free to seek assistance from the Communications Regulation Commission and other competent bodies or refer the matter of dispute to the competent Bulgarian court.