## Authority letter Transport of Dangerous Goods

To: DHL (being any company within the Deutsche Post DHL AG group of companies trading under the "DHL" brand involved in the transportation of Dangerous Goods in the circumstances described below).

Company Name ("Account Holder"):					
DG Trained Contact Name: Emergency Contact Name: Emergency Telephone Number:					
			DHL Export Account Number: DHL Import Account Number (starting with 95 or 96):		
				Dangerous Goods in accordance to passenger and CAO quantities not exceeding ADR <sup>1</sup> LQ limits <sup>2</sup>	
	Dangerous Goods in Excepted Quantities by Air				
	UN1845 Dry Ice transported by Air				
	UN3373 Biological substance, Category B				
	UN3245 Genetically Modified Organisms or Micro-Organisms by air				
	Lithium Batteries compliant with Section II of the appropriate IATA DGR Packing Instruction requiring a lithium battery handling label				
	Dangerous Goods not exceeding ADR <sup>1</sup> LQ limits transported by <u>road only</u> !				

- 1. The Account Holder, when acting as a shipper or providing packages to their clients, is duly audited, has, and will maintain, all necessary licenses required for the transportation of "Dangerous Goods" as defined and as further outlined:
  - 1.1. in the latest edition of the IATA Dangerous Goods Regulations ("IATA DG Regulations"); and/or where goods are transported and or connected by road to, from or within ADR member states, in the "European Agreement Concerning the International Carriage of Dangerous Goods by Road" ("ADR Regulations");
  - 1.2. where goods are transported by road within or to other than ADR member states (e.g. 49 CFR etc..); (together, as applicable, the "**DG Regulations**")
- 2. The Account Holder may request that DHL transports Dangerous Goods on its behalf no matter whether he acts as direct or an indirect possessor.
  - 2.1. **Export Account**: The Account Holder confirms, represents and warrants that it is acting solely on its own behalf no matter whether he acts as a direct or indirect possessor.
  - 2.2. **Import Account**: The Account Holder may also request that DHL transports Dangerous Goods by collecting the same from or on behalf of a third party but only under the Import Account Holder's Account Number ("Shipper").
- 3. The Account Holder acknowledges that DHL shall have no responsibility or liability for the labeling or packaging of Dangerous Goods, either where DHL carries the same for the Account Holder, or for the Shipper on the Account Holder's behalf. Account Holder and/or Shipper shall ensure that the goods, packaging and paperwork are prepared in accordance with the applicable DG Regulations. When using limited quantity packagings the shipper must ensure that these packagings are tested in accordance to the test requirements. In cases of incidents related to the packaging the authorities and DHL require an appropriate documents proving that the tests were properly carried out. The Account Holder and/or the Shipper acknowledge that DHL may reject the shipment of any goods without liability to the Account Holder and/or Shipper where this requirement is breached. Account Holder acting as Import Accounts shall be responsible to ensure their shippers will meet the necessary training qualification as per IATA and other national and international regulations to ship out the intended DGs but at the same time the shipper shall remain fully responsible to ensure their qualification remains valid and able to classify, prepare and pack the DGs in compliance with the applicable transport regulations on a day/day basis.

<sup>&</sup>lt;sup>1</sup> only for shipments including Lithium Batteries section IB to, from and transiting ADR Member States

<sup>&</sup>lt;sup>2</sup> only applicable to DHL Export Account Numbers

- 4. If Dangerous Goods are carried by DHL on behalf of the Account Holder, the Account Holder no matter whether acting as direct or indirect possessor:
  - 4.1. agrees it shall be wholly responsible for compliance with the DG Regulations;
  - 4.2. agrees that the DHL Standard Terms and Conditions of Carriage, applicable to the "DHL Product & Service" used and DHL Company Policy shall apply to the carriage of Dangerous Goods;
  - 4.3. understands that DHL's liability for the transportation of Dangerous Goods is limited, but that the Account Holder may obtain additional insurance coverage from DHL upon written request;
  - 4.4. agrees that, and if requested shall procure, a Shipper's declaration if required by the applicable DG Regulations:
  - 4.5. shall, prior to the date of this letter; (i) agreed not shipping to or requesting shipment from other countries released for dg service as shown within the "Global Capability List", and (ii) DHL shall have notified the Account Holder of any countries where the shipment of Dangerous Goods cannot take place, by reference to its "Global Capability List" as updated as required; and (iii) the Account Holder agrees that DHL shall have no liability for any refusal to transport Dangerous Goods to, from or through such countries;
  - 4.6. agrees that all other applicable regulations set forth by the States of origin, transit and destination will be complied with;
  - 4.7. agrees that all its employees or agents are properly trained/instructed and fully understand the requirements for the carriage of Dangerous Goods by air and road; the Account Holder agrees that, if required, mandatory Dangerous Goods related training certificates may and will upon request be promptly supplied which will be sufficient to evidence that the Account Holder is certified and permitted to ship Dangerous Goods in accordance with the DG Regulations, and those of ICAO.
  - 4.8. The Account Holder agrees that where transportation by road within ADR Member States is required, the ADR LQ Limits apply, and that DHL shall not be requested to transport such shipments and no more than the ADR LQ Limits shall be presented to DHL for transportation. He acknowledges that the ADR Regulations contain certain quantitative limits on the carriage of Dangerous Goods by road ("ADR Limits").
- 5. The Account Holder hereby indemnifies and holds DHL harmless from any breach or failure by the Account Holder or Shipper of the DG Regulations and/or the requirements set out in this letter, including but not limited to any fine, penalty, or other sanction, reasonable legal expenses and/or other loss, save where attributable to the gross negligence or willful misconduct of DHL. Further, the Account Holder, for itself and on behalf of the Shipper and any third party, agrees that DHL will have no liability whatsoever for any delay or damage due to non-compliance with the above, whether due to the Account Holder or Shipper, and will indemnify and hold DHL harmless from the same.

Genuine signed by a duly authorized representative of the Account Holder on its behalf and additionally for Import account for and on behalf of the Shipper:

Declared by Account Holder for itself, and for and on behalf of the Shipper	Approved for carriage by DHL
Authorized Signatory:	Authorized Signatory:
Printed Name:	Printed Name:
Place:	Place:
Date:	Date:
<u>Updates:</u>	
Authorized Signatory:	Authorized Signatory:
Printed Name:	Printed Name:
Date:	Date: