

DHL SAME DAY Belgium

Specific Conditions for Transport Services

General

DHL Express General Transport Conditions apply to all DHL Same Day transport services, unless otherwise provided for below.

Unacceptable shipments Article 2 of the DHL Express General Transport Conditions, point 3 (dangerous goods) is replaced by:

Dangerous goods

DHL Same Day accepts dangerous goods, with the exception of UN category 1.1., category 1.2. and category 7 subject to the applicable regulations of IATA (International Air Transport Association), ICAO (International Civil Aviation Organization), ADR (European Road Transport Regulation on dangerous goods) or other relevant organisations.

The Sender ensures, for any shipment with acceptable dangerous goods, that:

- (i) The shipment shall be properly prepared in full with a view to safe carriage and the Sender shall do everything it can to ensure that each shipment with dangerous goods is correctly identified, classified, packaged, marked, labelled and provided with the necessary documents (including the appropriate safety data sheets material) and prepared according to the applicable regulations concerning dangerous goods either by the Sender or by an employee of the Sender; the Sender shall be responsible for compliance with the applicable regulations concerning dangerous goods, irrespective of whether this activity has been carried out;
- (ii) In the event that the Sender itself is unable to deal with preparing a shipment with dangerous goods, the Sender shall pass on any information in writing needed for proper preparation in full of such a shipment, including whatever concerns the content, packaging, labelling and marking, to DHL Same Day; all information passed on to DHL shall be complete and correct in terms of compliance with the regulations regarding the shipment of dangerous goods and all other information or documentation in connection with a shipment of dangerous goods shall be passed on at the request of DHL Same Day. DHL Same Day shall have the shipments with dangerous goods prepared by a sub-contractor who has all the necessary licences and certifications concerning the preparation of shipments of dangerous goods and the implementation of such activities. DHL shall charge the Sender for the costs of these services.

Failure on the part of the Sender to fulfil the obligations arising from the above article may incur additional costs payable by the Sender.

The Sender shall indemnify and hold DHL harmless from any losses and damages of any sort associated with the Sender's failure to comply with the applicable regulations concerning the shipment of dangerous goods.

DHL is entitled to appoint a carrier and/or sub-contractor to prepare dangerous goods and/or the transport thereof. DHL or those carriers/sub-contractors appointed is entitled at any time to inspect or to refuse to transport a shipment of dangerous goods, without any liability towards the Sender and irrespective of the Sender's liability.

Customs

DHL Same Day shall carry out clearance work exclusively on behalf and at the expense of the Sender or Recipient as provided for under (i) and (ii) below, pursuant to Article 1 of the General Conditions of Carriage.

DHL Same Day reserves the right to store the Shipment at customs. By handing over the acknowledgement of receipt obtained from the customs to the addressee, DHL shall be deemed to have satisfied its obligations as regards delivering the Shipment and the addressee itself shall take care of customs clearance, to which the customer shall agree.

(i) Door to Airport transport

In the case of Door to Airport transport, DHL shall transport the Shipment to the destination airport and the customer shall ensure the shipment is transported on site prior to customs clearance and possibly subsequently.

(ii) Door to Door transport

In the case of Door to Door transport, DHL shall transport the Shipment to the delivery address stated on the waybill. DHL shall carry out the customs clearance work required at the request and for the account of the Sender or Recipient.

On Board Courier

On Board Courier is a DHL Same Day service whereby a single courier carries the shipment with him or her as hand baggage and is responsible for delivery insofar as the circumstances and applicable laws allow them to do so.

DHL reserves the right to re-pack shipments up to the hand baggage volume. Were the airline to refuse shipments as hand baggage, these shall be checked in and transported as cargo baggage under the customer's responsibility. Any delays, losses and other costs arising therefrom or other potential problems are at the expense and responsibility of the customer.

Shipment costs

DHL Same Day transport shipment costs are determined either on the basis of a traffic-actuated kilometre rate or on a spot pricing basis.

DHL Same Day reserves the right to weigh and/or measure every shipment and adjust as such where this impacts the transport price. Where the address details are also incorrect, DHL Same Day also reserves the right to pass on the extra cost for a delivery to the customer.

A confirmation (by e-mail) shall be demanded in writing for any transport above €250.

Invoicing and payment

Invoices can be sent electronically (e-billing). Invoices are raised on a weekly basis. No delivery receipt for the invoiced shipments is attached to the invoices. These are available subject to an additional fee being paid. All invoices must be settled within fourteen (14) days after the invoice date, except for advanced VAT and import duties. These must be settled within seven (7) days. The customer shall pay their invoices with no offsetting or compensation.

If an invoice is not paid on time, unless in the event of a dispute in good faith, DHL may demand an advance payment for each subsequent shipment. If the Customer does not comply with the payment deadline, DHL may stop the services temporarily after a written summons to pay the invoices if the payments have not been made within eight (8) days.

Money back

DHL Same Day will make all reasonable efforts to pick up and deliver the shipment according to the agreed time schedules. These schedules are not binding, however, and are not part of the agreement. DHL is not liable for any damage or loss caused by delay. The Money Back Guarantee mentioned in Article 6.2. of the DHL Express General Transport Conditions does not apply to DHL Same Day transport.

Cancellation terms

Sprintline

When cancelling a transport order for a Sprintline product 15 minutes or more after confirmation, DHL Same Day reserves the right to charge a cancellation fee at an amount of up to 100% of the total amount of the order.

Jetline (NFO-NTO)

When cancelling a transport order for a Jetline (NFO-NTO) product after confirmation, DHL Same Day reserves the right to charge the full cancellation fee:

- 10% of the total amount of the order up to 1 hr prior to collection of the shipment (with a minimum of €35 excluding VAT)
- 100% of the total amount of the order up to 1 hr prior to collection or after picking up the shipment.

Jetline (on board courier)

When cancelling a transport order for a Jetline (on board courier) product after confirmation, DHL Same Day reserves the right to charge the cancellation fee below:

- 75% of the total amount of the order up to 1 hr prior to collection before picking up the shipment;
- 100% of the total amount of the order up to 1 hr prior to collection or after picking up the shipment.