

# Dangerous Goods Authority Letter

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

**Account Holder Name:** \_\_\_\_\_ ("Account Holder")

(Address: See Dangerous Goods Account Audit Sheet)

**Account Number (Export Account):** \_\_\_\_\_

**Account Number (Import Account):** [95/96] ("Account Number")

**ICAO/IATA Certified Shipper Contact:** \_\_\_\_\_

**Emergency Telephone Number:** \_\_\_\_\_

- Dangerous Goods in accordance with passenger (PAX) and cargo aircraft only (CAO) quantities (except Lithium Batteries PI965 Section II): shipments not to exceed ADR LQ<sup>1</sup> limits<sup>2\*</sup>.
- Lithium batteries complying with the applicable packing instructions of Section II of the IATA DG Regulations requiring a lithium battery handling label (except Lithium Batteries PI965 Section II)\*.
- Lithium Batteries Section II: PI965 ONLY\*.
- Dangerous Goods in 'Excepted Quantities'.
- UN1845 'Dry ice/carbon dioxide, solid'\*.
- UN3373 'Biological substance, Category B'.
- UN3245 'Genetically modified organisms or micro-organisms'.
- Dangerous Goods not exceeding ADR LQ<sup>1</sup> limits for shipments transported by road only.

\* Only applicable for shipments transported as a "Time Definite" product.

1. This Letter sets out the conditions upon which DHL accepts shipments containing dangerous goods or restricted commodities for transportation ("**Dangerous Goods**"), as this term is defined by reference to the latest edition of the ICAO Technical Instructions for the Safe Transportation of Dangerous Goods by Air and forming the basis for the IATA Dangerous Goods Regulations ("**IATA DG Regulations**"), the European Agreement Concerning the International Carriage of Dangerous Goods by Road ("**ADR Regulations**"), and/or any other applicable regulation in the state or country of origin, transit or destination (together, the "**DG Regulations**"). In the event of a conflict between any provision of this Letter and a translation provided in a language other than English, the English version shall prevail.
2. The Account Holder has been audited by DHL in relation to the transportation of Dangerous Goods and acknowledges that DHL makes no representation or warranty as to the Account Holder's compliance with, and the Account Holder is and remains wholly responsible for its obligations under, the DG Regulations.
3. Subject to the Account Holder's continued compliance with the DG Regulations and the terms of this Letter, DHL acknowledges that:
  - 3.1. the Account Holder may request that DHL transports Dangerous Goods on the Account Holder's behalf using the stated Export Account and/or Import Account (as applicable); and
  - 3.2. an Account Holder with an Import Account may use such Account Number to request that DHL collects and transports Dangerous Goods from a third party and/or location designated by the Account Holder, provided the same are acceptable to DHL;(the Account Holder and/or such third party hereafter defined as the "**Shipper**", each with joint and several liability therefore).
4. DHL's '*Standard Terms and Conditions of Carriage*' or other specifically agreed contractual terms applicable to the DHL product or service used generally prohibit the transportation of Dangerous Goods. This Letter therefore supplements the conditions applicable to the carriage of Dangerous

<sup>1</sup> only applies to shipments to, from, or transiting member states to which the ADR Regulations apply. Note that the ADR Regulations contain certain quantitative limits on the carriage of Dangerous Goods by road. As shipments may be subject to road transportation these restrictions also apply.

<sup>2</sup> only applicable to DHL Export Accounts

Goods and takes precedence in the event of any direct conflict in relation thereto. Responsibility and liability with respect to the correct preparation of Dangerous Goods for transportation remains with the Account Holder in accordance with the DG Regulations. The Account Holder confirms that it also remains responsible to DHL for compliance with and is liable for breaches of the DG Regulations where the Account Holder is permitted to and does specify the collection and transport of Dangerous Goods from another Shipper treated as a designated shipper by the DG Regulations. DHL shall advise the Account Holder of those countries where DHL is unable to ship Dangerous Goods through DHL's 'Account Approval System' and the then current 'Global Capability List'.

5. Both for itself and for and on behalf of any other Shipper, the Account Holder:
  - 5.1. agrees that: (i) it shall be wholly responsible for compliance with the DG Regulations, including but not limited to the requirement that all shipments be properly packaged and correctly prepared for transportation, and accompanied by the requisite paperwork; (ii) where limited quantity packaging is used, all such packaging shall have been tested according to the test requirements prescribed by the DG Regulations (and, in the case of actual or claimed breaches of the DG Regulations and where required by DHL, the Account Holder shall promptly provide documentation conclusively demonstrating that appropriate tests have been carried out); and (iii) DHL may without further liability reject the shipment of any goods at any point during transportation where any of the foregoing requirements have been breached;
  - 5.2. represents and warrants that all training required of relevant employees or agents in relation to the handling and transportation of Dangerous Goods has been provided and will be maintained, including but not limited to requisite certification and qualification, and that such personnel fully understand the requirements for the carriage of Dangerous Goods by air and road;
  - 5.3. agrees that, if requested, mandatory Dangerous Goods related training certificates will promptly be supplied as evidence that all relevant persons involved in and permitted to ship Dangerous Goods for or on its behalf are certified in accordance with the DG Regulations;
  - 5.4. agrees that if required by the DG Regulations or if otherwise requested by DHL, it shall procure the supply of an accurate and completed 'Shipper's Declaration';
  - 5.5. understands that in certain circumstances lithium batteries have been identified as the cause of significant safety issues, including loss and/or damage to property and persons, and understands that products which carry an excessive charge or that have suffered external damage may experience short circuiting or cause heat or fire, and are prohibited from being transported by air. The Account Holder shall ensure that it, its Shippers and all other relevant third parties conduct a suitable risk assessment and continue to issue current instructions with respect to the proper classification, identification, packaging, marking, labeling and accompanying documentation for such shipments; and
  - 5.6. shall: (i) prior to the date of this Letter have notified and thereafter shall advise DHL of the countries to, from or through which it anticipates that Dangerous Goods will require transportation; (ii) agree that DHL shall not be required to transport and shall have no liability for any inability or refusal to transport Dangerous Goods to, from or through such countries.
6. In the event of any breach of the requirements agreed pursuant to the foregoing Paragraph 5 by the Account Holder or other Shipper (a "**Customer Failure**"), the Account Holder indemnifies and holds DHL harmless from all loss and liability arising therefrom and incurred by DHL including, but not limited to, loss, destruction, damage, death, injury, delay, fine, penalty, sanction, reasonable legal expenses and/or other loss caused, whether directly or indirectly, foreseeable or not, wholly or in part. This indemnity shall not apply in circumstances where: (i) DHL has wholly and exclusively caused a Customer Failure through DHL's own negligence; and (ii) there has been no contributory act, omission or failure on the part of the Account Holder and/or Shipper.

Signed by a duly authorized representative on behalf of the Account Holder, and for and on behalf of the Shipper:

Agreed by the Account Holder for itself, and  
for and on behalf of another Shipper:

For and on behalf of DHL Express:

Authorized Signatory:

Authorized Signatory:

Position:

Position:

Printed Name:

Printed Name:

Place:

Place:

Date:

Date: