

INTERNATIONAL SERVICE GUARANTEE

DHL will, upon customer's request and subject to the restrictions described below, provide either a refund or credit (at DHL's option) of a customer's transportation charges, at DHL's option, for a U.S. origin or destination, international end of day export or import shipment that is delivered later than DHL's published delivery commitment time for the following services DHL EXPRESS ENVELOPE, DHL EXPRESS WORLDWIDE and DHL IMPORT EXPRESS WORLDWIDE.

This guarantee is subject to the following limitations:

- A. The guarantee applies only to transportation and remote area charges paid by U.S.-based payers and excludes all other items such as duties, taxes, fuel surcharge, accessorial fees or other charges or amounts.
- B. The guarantee applies only to shipments where: (i) each package weighs 150 pounds or less; (ii) no package is more than 118 inches in size (measured by adding length, width and depth) with no side greater than 47.2 inches and (iii) shipment maximum weight is 2,200 pounds.
- C. In the case of multiple package shipments, this guarantee will apply to every package in the shipment. If a late delivery occurs for any package within the shipment, the refund or credit will be given for the portion of the transportation charges applicable to that package.
- D. Should customer or its recipient specify a customs broker other than DHL, delivery by DHL shall be deemed to have occurred at the time DHL notifies the customs broker that the shipment is available for customs clearance.
- E. Customer must notify DHL of a late delivery, in writing or by telephone, within 30 calendar days of the shipment date and provide DHL with the account number (if any), the waybill number, the date of the shipment and complete recipient information with specific request for a refund. Within 15 working days after customer notifies DHL, DHL shall either: (i) provide a customer with the refund or credit; (ii) provide a customer with evidence of timely delivery; or (iii) provide a customer with information explaining the reason that the shipment is not eligible for the guarantee under the applicable limitations or exclusions.
- F. DHL is not obligated to act on any claim until all transportation and remote area surcharges (if applicable) charges have been paid.
- G. The quoted delivery commitment times are extended by 90 minutes for any package picked up or scheduled to be delivered on November 24th, between December 19th – 23rd, and on December 31st.
- H. For an export shipment, only the account holder not the consignee can file a claim. For an import shipment, the account holder (and consignee, if the account holder) can file a claim.
- I. We honor prepaid shipments.
- J. This guarantee does not apply to:
 - 1. International shipments to on-forwarded points (remote locations where delivery is provided via contracted services through DHL)
 - 2. Transportation charges resulting from returned packages
 - 3. Space-available moves
 - 4. Packages which are undeliverable for any reason, including improper or incomplete delivery instructions or information (which may include Post Office Box for recipient address, missing or incomplete recipient address, missing or inaccurate recipient telephone number), or unavailability or refusal of the recipient to accept delivery
 - 5. Shipments exceeding US \$50,000 in value, or which are subject to lengthened transit times due to country-specific value limitations

6. Late delivery due to causes beyond DHL's control including, without limitation:
 - (i) customs delays,
 - (ii) customs inspections (including non DHL broker delays),
 - (iii) inaccurate or incomplete shipment information (such as P.O. Box for receiver address, missing or inaccurate receiver telephone number),
 - (iv) receiver's request for delay,
 - (v) shipment diversion and special clearance services,
 - (vi) unavailability or refusal of the receiver to accept delivery or to pay duties and taxes against delivery if requested,
 - (vii) delays caused by acts of God (e.g. earthquake, cyclone, storm, flood, fog etc.),
 - (viii) delays caused by acts of public authorities acting with actual or apparent authority of law,
 - (ix) acts, requirements or omissions of postal, customs or other government officials,
 - (x) riots, strikes or other labor disputes,
 - (xi) civil commotion,
 - (xii) disruption in air or ground transportation caused by weather or other conditions
7. Dangerous goods or hazardous materials except specimen and diagnostic shipments contained in Lab Packsm medical shipment packaging
8. Shipments consigned to and from any country with an imposed U.S. government embargo
9. Third Country movements by the end of the next possible business day

K. All provisions of DHL's Terms and Conditions of Carriage apply. This service guarantee is subject to modification or cancellation by DHL at any time and without notice.

L. Consequential Damages

1. DHL shall not be liable, in any event, for any consequential or special damages or other indirect loss regardless of the cause of such damages and whether or not DHL had knowledge that such damage might be incurred, including but not limited to, loss of income, profits, interests, utility or loss of market.
2. If a shipper has an extremely time-sensitive package, the loss or delay of which may result in consequential damages, the shipper must contact his own insurance agent or broker to insure against such risks, as DHL does not assume such liabilities. DHL does not provide and will not arrange for such insurance.

M. This guarantee applies to U.S. shipments processed on manual waybills, Import Express Online and remote bookings.

Valid from 27 May 2011