



SERVICE GUARANTEE

DHL will, upon customer's request and subject to the restrictions described below, provide either a refund or credit of customer's transportation charges, at DHL's option, for a U.S. origin, international outbound shipment or U.S. domestic package that is delivered later than DHL's published delivery time.

This guarantee is subject to the following limitations:

A. The guarantee applies only to transportation 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. 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.

C. Domestic and International Services

1. For shipments transported using DHL Domestic Express Services:

The guarantee applies only to shipments where: (i) each package weighs 150 pounds or less (actual or dimensional weight, whichever is greater); and (ii) no package is more than 56 inches by 36 inches by 25 inches or is longer than 56 inches regardless of other dimensions.

2. For shipments transported using DHL Ground Services:

The guarantee applies only to shipments where: (i) each package weighs 150 pounds or less; and (ii) no package is more than 108" in length; and (iii) no package is more than 165" in length plus girth.

3. For shipments transported using DHL International Services:

The guarantee applies only to shipments where: (i) each package weighs 150 pounds or less; and (ii) no package is more than 118 inches in size (measured by adding length, width and depth) with no side greater than 47 inches.

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 15 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. Within 30 calendar days after customer so notifies DHL, DHL shall either: (i) provide customer with the refund or credit; (ii) provide customer with evidence of timely delivery; or (iii) provide 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 charges have been paid.

G. This guarantee does not apply to:

1. International inbound shipments; shipments to on-forwarded points*; or multi-lot shipments over 15 packages.

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. DHL ShipReady products.

6. C.O.D. Shipments.

7. Late delivery due to causes beyond DHL's control including, without limitation, delays caused by acts of God, public authorities acting with actual or apparent authority of law, acts, requirements or omissions of postal, customs or other government officials, riots, strikes or other labor disputes, civil commotion and disruption in air or ground transportation caused by weather or other conditions.

8. Shipments exceeding US \$50,000 in value, or which are subject to lengthened transit times due to country-specific value limitations.

9. Hub-inducted shipments.

10. Any package picked up or scheduled to be delivered between December 12 and December 25.

11. Dangerous goods or hazardous materials except specimen and diagnostic shipments contained in Lab Pack sm medical shipment packaging.

H. All provisions of DHL's Terms and Conditions of Carriage or Terms and Conditions of Service apply. This money-back guarantee is subject to modification or cancellation by DHL at any time and without notice.

I. 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 damages 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.

* On-forwarded points are remote locations where delivery is provided via contracted services through DHL.