4.6. Consignee delivery options

For services with delivery to private customers in Spain and Portugal, DHL will provide the Consignee with the following delivery options. This list is subject to change without prior notice. DHL reserves the right to select the delivery option for any one Shipment.

- "At Your Place/Steet": The Consignee may be able to select a specific location to which DHL delivers the Shipment. This delivery service is not available in all areas. The delivery address must be within the geographic area where the delivery service is available.

- "At Your Desk": The Consignee may be able to select an alternative delivery location, such as a workplace, to which DHL delivers the Shipment.

- "At Your Office": The Consignee may be able to select an alternative delivery location, such as an office, to which DHL delivers the Shipment.

5. Charges and Duties

5.1. The price for transport and other Services ("Charges") shall be charged in accordance with DHL's then applicable rate list. Unless otherwise agreed, the Consignee is responsible for payment of all Charges prior to delivery.

5.2. The Sender, or the Consignee when DHL acts on the Consignee's behal, shall pay or reimburse DHL for all Duties owed for Services provided by DHL or incurred by the Consignee or DHL's Supplier.

5.3. Payment of Duties is required prior to delivery. Payment of Duties shall release the Consignee of its payment responsibilities.

5.4. If the Consignee makes a declaration of the expected Charges and Duties, and if the Consignee fails to pay the Charges and Duties owed, this shall be deemed a refusal to accept delivery and the Sender shall remain jointly responsible for the full charges.

6. Liability

6.1. DHL's liability in respect of any one Shipment shall be limited in accordance with the following mandatory provisions:

a) for cross border Shipments transported by road (which shall be deemed the default mode of transport), DHL's liability shall be or shall be deemed to be limited by the Convention for the International Carriage of Goods by Road (CML) applicable at the lower of (i) 8.33 Special Drawing Rights per kilogram (this equates to approximately EUR 10/kg), or (ii) the amount of duties or charges levied by the Sender on the Shipment.

b) for Shipments transported by air (including ancillary road transport or stops en route) and in accordance with the provisions of the Montreal Convention, DHL's liability shall be limited to the amount of duties or charges levied by the Sender on the Shipment.

c) for Shipments transported by sea, DHL's liability shall be limited to the amount of duties or charges levied by the Sender on the Shipment.

6.2. DHL's liability is strictly limited to direct loss and damage to a Shipment and to the per kilogram limits specified in Section 6.6. In all other cases, DHL's liability for any loss or damage, whether direct or indirect, is limited to the greater of (a) the principle value of the delivered Shipment, or (b) in the case of apparent Shipment damage and in the case of non-delivery, the amount paid by the Consignee to the Consignor.

7. Shipment Insurance

7.1. The Consignor may, at its cost, instruct DHL to provide insurance for Shipments transported by air (including ancillary road transportation), DHL's liability shall be or shall be deemed to be limited in accordance with the following mandatory provisions:

a) for Shipments transported by air (including ancillary road transport or stops en route), DHL's liability shall be limited to the amount of duties or charges levied by the Sender on the Shipment.

b) for Shipments transported by sea, DHL's liability shall be limited to the amount of duties or charges levied by the Sender on the Shipment.

7.2. No insurance cover is provided for Shipments transported by land, unless otherwise specified in the booking.

8. Customs Clearance

8.1. DHL may provide at its cost and expense the services of a customs broker or other person authorized under applicable laws and regulations to act as agent of the Consignee in connection with clearance of Shipment through customs.

8.2. DHL shall answer for the losses and damages made to Shipments with respect to lawful customs duties and taxes, and shall be entitled to recover from the Consignee any reasonable expenses incurred in connection with clearance of Shipments.

8.3. If the Consignee fails to comply with the requirements for the clearance of a Shipment, including the time required for clearance, DHL shall not be liable for any loss or damage arising in consequence of such delay.

8.4. The failure of DHL to release a Shipment promptly, after it has been cleared, shall not entitle the Consignee to any compensation from DHL.

8.5. In addition, DHL may require payment of all duties, taxes, and other fees, levies, or charges, in respect of the clearance of Shipments.

9. General Exclusion

9.1. If it can make a declaration of interest or value in respect of any Shipment, the Consignee shall be required to make a declaration of interest or value to DHL in the manner prescribed herein or in the case of apparent Shipment damage and in the case of non-delivery, the amount paid by the Consignee to the Consignor.

9.2. If the Consignee fails to make a declaration of interest or value in respect of any Shipment, DHL shall be entitled to open and inspect the Shipment. Any inspection by DHL shall not prejudice DHL's liability under the present Terms and Conditions.

9.3. DHL shall answer for the losses and damages made to Shipments with respect to lawful duties and taxes, and shall be entitled to recover from the Consignee any reasonable expenses incurred in connection with clearance of Shipments.

9.4. No insurance cover is provided for Shipments transported by land, unless otherwise specified in the booking.

9.5. DHL will not assume any liability for any damages caused to the Sender or to the Consignee due to the use of the Services, any options described above, or any damages caused to the Sender or to the Consignee as a result of any action taken under DHL control.

9.6. DHL shall not be liable for any loss or damage arising out of circumstances beyond DHL's reasonable control. These circumstances shall include, but not be limited to, circumstances occurring in connection with the carriage of the Shipment, such as but not limited to: weather conditions (e.g. hurricane, storm, flood, fog, war), plane crash, embargo, riot, civil commotion, or industrial action; and (v) it contains weapons, pseudo weapons, ammunition or military goods.

9.7. DHL is not liable for any loss or damage arising out of circumstances beyond DHL's reasonable control. These circumstances shall include, but not be limited to, circumstances occurring in connection with the carriage of the Shipment, such as but not limited to: weather conditions (e.g. hurricane, storm, flood, fog, war), plane crash, embargo, riot, civil commotion, or industrial action; and (v) it contains weapons, pseudo weapons, ammunition or military goods.

9.8. DHL is not liable for any loss or damage arising out of circumstances beyond DHL's reasonable control. These circumstances shall include, but not be limited to, circumstances occurring in connection with the carriage of the Shipment, such as but not limited to: weather conditions (e.g. hurricane, storm, flood, fog, war), plane crash, embargo, riot, civil commotion, or industrial action; and (v) it contains weapons, pseudo weapons, ammunition or military goods.

9.9. DHL is not liable for any loss or damage arising out of circumstances beyond DHL's reasonable control. These circumstances shall include, but not be limited to, circumstances occurring in connection with the carriage of the Shipment, such as but not limited to: weather conditions (e.g. hurricane, storm, flood, fog, war), plane crash, embargo, riot, civil commotion, or industrial action; and (v) it contains weapons, pseudo weapons, ammunition or military goods.