

# Terms of Carriage.

## C.O.D. Parcels



### 1 Subject and Service

- 1.1 Subject of the agreement is the carriage of parcels in accordance with item 2 of the General Terms and Conditions for DPD CLASSIC taken over as C.O.D. parcels.
- 1.2 Customs exclaves cannot be serviced.
- 1.3 The type of collection (cash or cheque) shall be determined by the Principal.
- 1.4 The maximum permissible amount of cash payments for C.O.D. items can be accessed on [www.dpd.com](http://www.dpd.com). Any cash payment for C.O.D. items shall be made in the currency of the country of destination.
  - 1.4.1 The Supplier shall transfer the collected C.O.D. cash amounts to the following bank account specified by the Principal:

.....	.....
Name of the Principal/Account Holder	Name and Place of the Finance Company
.....	.....
Bank Code	Account Number
.....	.....
BIC (Bank Identifier Code)	IBAN (International Bank Account Number)

- 1.4.2 The transfer shall either happen by indicating the parcel label number (please check off appropriate box)
  - without indication of a special purpose for transfer or
  - by stating the special purpose for transfer specified by the Principal on the parcel form in a maximum of 14 digits.
- 1.5 The maximum permissible amount for C.O.D. payments by non-negotiable cheque can be accessed on [www.dpd.com](http://www.dpd.com). The amount of payment shall be indicated in the currency of the country of destination. Upon receipt of the non-negotiable cheque, it shall be sent on in a sealed envelope via normal postal channels. Any risk of loss in the course of mailing shall be born by the Principal. The supplier shall merely be obligated to verify the correct C.O.D. amount on the non-negotiable cheque. In case of doubt, the amount written out in words shall apply. The Supplier shall have no further obligations regarding the verification of signing authorities or the adherence to formal requirements when filling out the non-negotiable cheque. The supplier shall not be liable for the quality of the non-negotiable cheque.
- 1.6 The C.O.D. parcel shall only be handed over against a simultaneous cash payment of the C.O.D. amount or upon receipt of the non-negotiable cheque.
- 1.7 The type of collection (cash or cheque) shall be determined by the Principal.
- 1.8 In case of deliveries between countries with different currencies, the bank transfer of the C.O.D. amount is made to the Principal's account and/or dispatching depot's account after exchanging to the individual exchange rate in the currency of the dispatching country. Exchange rate fluctuations are credited or debited to the Principal.

### 2 Labeling

- 2.1 The Principal shall label each C.O.D. parcel with the special C.O.D. parcel label.
- 2.2 The documentation of the transfer while picking-up the C.O.D. parcels from the Principal will be evidenced by standard transfer documents (including the statement of the C.O.D. amount and type of collection).

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2.3 The Principal shall be exclusively responsible for the accuracy of the information necessary for processing the C.O.D. order and to be specified by him.

### **3 Liability**

3.1 Liability for loss and damages of C.O.D. parcels is always in accordance with paragraph 10 of the General Terms and conditions for DPD CLASSIC.

Notwithstanding the following will apply:

3.1.1 Is delivery of a C.O.D. parcel made without collection of the C.O.D. amount, is a smaller amount collected or is an illegitimate means of payment accepted, the Supplier is liable acc. to § 422 para. 3 German Commercial Code and with application of the CMR acc. to Article 21 CMR up to the C.O.D. amount indicated.

3.1.2 Liability of the Supplier is not applicable acc. to para. 3.1.1, unless the Principal notified the Supplier in writing (by registered letter/return receipt) within 45 days after delivery of the missing receipt of the cash C.O.D. amount or the non-negotiable cheque.

3.1.3 The Supplier will not be liable for damages, which are caused due to incorrect or incomplete information of the Principal.

3.2 Insofar as the Supplier is held liable under para. 3.1, the Supplier is obligated to make the payment only simultaneously with the assignment of the Principal's claim against the recipient in the same amount or against a third party in the same amount, as far as the consignee or a third party is liable to the Principal due to the damage case.

### **4 Insurance**

4.1 C.O.D. parcels are insured acc. to para. 11 of the General Terms and Conditions for DPD CLASSIC to the full C.O.D. amount specified by the Principal, however maximum to the amount of € 520 per parcel in case of damage of goods (loss and damage).

4.2 Should the value of the goods plus forwarding costs be less than the C.O.D. amount, any compensation for damages under this insurance shall be limited to the value of the goods plus forwarding costs.

4.3 If the Principal is making use of higher insurance of DPD CLASSIC acc. to para. 11.2 of the General Terms and Conditions, the Supplier will be liable up to the amount of the higher insurance concluded in case of damage of goods (loss and damage).

### **5 Shipping regulations**

Detailed shipping regulations (e.g. maximum amounts, excluded areas) can be accessed on [www.dpd.com](http://www.dpd.com) or requested from the Supplier.

### **6 C.O.D. Data Transfer**

The C.O.D. data transfer has to take place same-day with the handover of the C.O.D. parcels at XX.XXh at the latest. If the data transfer takes place at a subsequent time as fixed before, a delivery within the scheduled transit time cannot be guaranteed.

### **7 General Terms and Conditions for DPD CLASSIC**

Failing an agreement to the contrary, the General Terms and Conditions of the DPD Dynamic Parcel Distribution GmbH & Co. KG for DPD CLASSIC shall apply according to the respective version in force.