



Account Opening Application Form

(Please complete the form in English and fax to Sales Dept at 2838 1003)

A) CUSTOMER INFORMATION

Date: _____

Company Name: _____

Company Address: _____

Contact Person: _____ Nature of Business: _____

Position: _____ Telephone No. : _____

E-mail: _____ Fax No. : _____

Business Started Date: _____ Number of Employee: _____

Business Registration (BR) Certificate No.: _____

B) TYPES OF DHL ACCOUNT:

- Pre-paid Outbound Account
(For sending outbound shipments from Hong Kong and including domestic service. Charges are billed in Hong Kong)
- Import Express Account (i.e. IMP Account)
(For sending inbound shipments from overseas to Hong Kong or sending shipments between overseas destinations that are outside Hong Kong. Charges are billed in Hong Kong)
- Both Account Types

C) TERMS AND CONDITIONS OF CARRIAGE

The Terms and Conditions of Carriage shall apply to all shipments accepted by DHL. For details, please refer to the Exhibit A.

D) KNOWN CONSIGNOR (SHIPPER) AVIATION SECURITY DECLARATION

(Required for all Pre-paid Outbound Account(s))

For details of Known Consignor (Shipper) Aviation Security Declaration, please refer to the Exhibit B.

* * *

We confirm that all information given above is true and complete. We have read and understood and confirm acceptance of the Terms and Conditions of Carriage of DHL attached to this form. We agree that we will be deemed as the shipper as referred to or defined in the said terms and conditions. We further acknowledge and confirm that if no transaction is performed on our account with DHL for a continuous period of 12 months, DHL may at its absolute discretion deactivate such account without prior notice to us.

For and on behalf of the Customer

Authorized Signature & Company Chop

Full Name: _____

Title: _____

The above information is for account opening purpose only. DHL will conduct credit evaluation and may request for additional information which includes without limitation to financial statements for credit evaluation purpose. DHL reserves the right to request for collateral and/or direct debit arrangement as a condition precedent for providing services.

For DHL Use Only			
Sales Territory Code: _____	Sales Person: _____	Courier Route: _____	
MAC: _____	SIC Code: _____	B.R. Copy attached: <input type="checkbox"/>	Brand New <input type="checkbox"/>
Business potential is entered in			
COMET: Prepaid <input type="checkbox"/>	IMP <input type="checkbox"/>	Segment Code: G / R / Z / L / W / F / T / D / C / O	
Sales Authorization _____		Account Number: _____	
Remarks: _____			



Exhibit A

Terms and Conditions of Carriage

On this page, you will find the latest (and most applicable) Terms and Conditions of Carriage. Please note that different terms and conditions may apply in certain countries.

TERMS AND CONDITIONS OF CARRIAGE ("Terms and Conditions")

IMPORTANT NOTICE

When ordering DHL's services you, as "Shipper", are agreeing, on your behalf and on behalf of anyone else with an interest in the Shipment, that the Terms and Conditions shall apply from the time that DHL accepts the Shipment unless otherwise agreed in writing by an authorised officer of DHL. Your statutory rights and entitlements under any defined service feature (for which additional payment has been made) are not affected.

"Shipment" means all documents or parcels that travel under one waybill and which may be carried by any means DHL chooses, including air, road or any other carrier. A "waybill" shall include any label produced by DHL automated systems, air waybill, or consignment note and shall incorporate these Terms and Conditions. Every Shipment is transported on a limited liability basis as provided herein. If Shipper requires greater protection, then insurance may be arranged at an additional cost. (Please see below for further information). "DHL" means any member of the DHL Worldwide Express Network.

1 Customs, Exports and Imports

DHL may perform any of the following activities on Shipper's behalf in order to provide its services to Shipper: (1) complete any documents, amend product or service codes, and pay any duties or taxes required under applicable laws and regulations, (2) act as Shipper's forwarding agent for customs and export control purposes and as Receiver solely for the purpose of designating a customs broker to perform customs clearance and entry and (3) redirect the Shipment to Receiver's import broker or other address upon request by any person who DHL believes in its reasonable opinion to be authorised.

2 Unacceptable Shipments

Shipper agrees that its Shipment is acceptable for transportation and is deemed unacceptable if:

- it is classified as hazardous material, dangerous goods, prohibited or restricted articles by IATA (International Air Transport Association), ICAO (International Civil Aviation Organisation), any applicable government department or other relevant organisation;
- no customs declaration is made when required by applicable customs regulations; or
- DHL decides it cannot transport an item safely or legally (such items include but are not limited to: animals, bullion, currency, bearer form negotiable instruments, precious metals and stones, firearms, parts thereof and ammunition, human remains, pornography and illegal narcotics/drugs).

3 Deliveries & Undeliverables

Shipments cannot be delivered to PO boxes or postal codes. Shipments are delivered to the Receiver's address given by Shipper (which in the case of mail services shall be deemed to be the first receiving postal service) but not necessarily to the named Receiver personally. Shipments to addresses with a central receiving area will be delivered to that area. If Receiver refuses delivery or to pay for delivery, or the Shipment is deemed to be unacceptable, or it has been undervalued for customs purposes, or Receiver cannot be reasonably identified or located, DHL shall use reasonable efforts to return the Shipment to Shipper at Shipper's cost, failing which the Shipment may be released, disposed of or sold by DHL without incurring any liability whatsoever to Shipper or anyone else, with the proceeds applied against service charges and related administrative costs and the balance of the proceeds of a sale to be returned to Shipper.

4 Inspection

DHL has the right to open and inspect a Shipment without prior notice to Shipper.

5 Shipment Charges & Billing

DHL's Shipment charges are calculated according to the higher of actual or volumetric weight and any Shipment may be re-weighed and re-measured by DHL to confirm this calculation. Shipper shall pay or reimburse DHL for all Shipment charges, storage charges, duties and taxes owed for services provided by DHL or incurred by DHL on Shipper's or Receiver's or any third party's behalf and all claims, damages, fines and expenses incurred if the Shipment is deemed unacceptable for transport as described in Section 2.



6 DHL's Liability

DHL contracts with Shipper on the basis that DHL's liability is strictly limited to direct loss only and to the per kilo/lb limits in this Section 6. All other types of loss or damage are excluded (including but not limited to lost profits, income, interest, future business), whether such loss or damage is special or indirect, and even if the risk of such loss or damage was brought to DHL's attention before or after acceptance of the Shipment since special risks can be insured by Shipper. If a Shipment combines carriage by air, road or other mode of transport, it shall be presumed that any loss or damage occurred during the air period of such carriage unless proven otherwise. DHL's liability in respect of any one Shipment transported, without prejudice to Sections 7-11, is limited to its actual cash value and shall not exceed the greater of \$US 100 or:

- \$US 20.00/kilogram or \$US 9.07/lb for Shipments transported by air or other non-road mode of transportation; or
- \$US 10.00/kilogram or \$US 4.54/lb for Shipments transported by road (not applicable to the US).

Claims are limited to one claim per Shipment settlement of which will be full and final settlement for all loss or damage in connection therewith. If Shipper regards these limits as insufficient it must make a special declaration of value and request insurance as described in Section 8 (Shipment Insurance) or make its own insurance arrangements, failing which Shipper assumes all risks of loss or damage.

7 Time Limits for Claims

All claims must be submitted in writing to DHL within thirty (30) days from the date that DHL accepted the Shipment, failing which DHL shall have no liability whatsoever.

8 Shipment Insurance*

DHL can arrange insurance for Shipper covering the actual cash value in respect of loss of or physical damage to the Shipment, provided the Shipper completes the insurance section on the front of the waybill or requests it via DHL's automated systems and pays the applicable premium. Shipment insurance does not cover indirect loss or damage, or loss or damage caused by delays.

9 Delayed Shipments

DHL will make every reasonable effort to deliver the Shipment according to DHL's regular delivery schedules, but these are not guaranteed and do not form part of the contract. DHL is not liable for any damages or loss caused by delays.

10 Circumstances beyond DHL's control

DHL is not liable for any loss or damage arising out of circumstances beyond DHL's control. These include but are not limited to: -"Act of God" - e.g. earthquake, cyclone, storm, flood, fog; "Force Majeure" - e.g. war, plane crash or embargo; any defect or characteristic related to the nature of the Shipment, even if known to DHL; riot or civil commotion; any act or omission by a person not employed or contracted by DHL e.g. Shipper, Receiver, third party, customs or other government official; industrial action; and electrical or magnetic damage to, or erasure of, electronic or photographic images, data or recordings.

11 Warsaw Convention

If the Shipment is transported by air and involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention, if applicable, governs and in most cases limits DHL's liability for loss or damage.

12 Shipper's Warranties and Indemnity

Shipper shall indemnify and hold DHL harmless for any loss or damage arising out of Shipper's failure to comply with any applicable laws or regulations and for Shipper's breach of the following warranties and representations:

- all information provided by Shipper or its representatives is complete and accurate;
- the Shipment was prepared in secure premises by Shipper's employees;
- Shipper employed reliable staff to prepare the Shipment;
- Shipper protected the Shipment against unauthorised interference during preparation, storage and transportation to DHL;
- the Shipment is properly marked and addressed and packed to ensure safe transportation with ordinary care in handling;
- all applicable customs, import, export and other laws and regulations have been complied with; and
- the waybill has been signed by Shipper's authorised representative and the Terms and Conditions constitute binding and enforceable obligations of Shipper.



13 Routing

Shipper agrees to all routing and diversion, including the possibility that the Shipment may be carried via intermediate stopping places.

14 Governing Law

Any dispute arising under or in any way connected with these Terms and Conditions shall be subject, for the benefit of DHL, to the non-exclusive jurisdiction of the courts of, and governed by the law of, the country of origin of the Shipment and Shipper irrevocably submits to such jurisdiction, unless contrary to applicable law.

15 Severability

The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

* Not available for mail services



Exhibit B

Known Consignor (Shipper) Aviation Security Declaration

The Civil Aviation Department (CAD) of Hong Kong Special Administrative Region introduced a Regulated Agent Regime (RAR) for the purpose of continued enhancement of air cargo security in 1999.

The RAR is a system under which airlines will only accept consignments with appropriate security control by Regulated Agents. DHL is a Regulated Agent.

Regulated Agents are authorized to undertake expedited clearance of shipments from Hong Kong based shippers who have opened an account with the Regulated Agent and who have agreed in a business contract that, among other things, the cargo consigned by the shipper (referred to as a "Known Consignor" in the Regulations) does not include any **explosive or incendiary** device, that the packaging and contents of the consignment may be **examined for security reasons**, and that the shipper has made best endeavours to protect the consignment against unauthorized interference during preparation, storage and transportation to the RAR.

Under the Regulated Agent Regime, each Shipper must declare, confirm, warrant and agree to and with the relevant Regulated Agent as follows for every shipment made by it (a "Shipment"):

- (a) **That no goods consigned for carriage by air by the Shipper to a Regulated Agent, do or will contain any explosive or incendiary devices; and**
- (b) That all information provided by the Shipper or its representatives in connection with any Shipment is and shall be complete and accurate; and
- (c) That all Shipments are and have been prepared in a secure premises; and
- (d) That the Shipper employs reliable staff to prepare all Shipments; and
- (e) That the Shipper has made and will make his best endeavour to protect all Shipments against unauthorized interference during preparation, storage and transportation to, or prior to delivery to, DHL; and
- (f) That all Shipments are and will be properly marked and addressed and packed to ensure safe transportation with ordinary care in handling; and
- (g) That all applicable customs, import, export and other laws and regulations have and will be complied with; and
- (h) That the packaging and contents of all Shipments may be examined for security reasons (except diplomatic and consular bags).

ANY FAILURE TO COMPLY WITH THE ABOVE REQUIREMENTS MAY RESULT IN SERIOUS LIABILITY ON THE PART OF THE SHIPPER.

IMPORTANT: PLEASE BE ADVISED THAT UPON THE NEXT USE BY YOU (OR BY ANY PERSON ACTING ON YOUR BEHALF OR USING YOUR DHL ACCOUNT) OF ANY DHL SERVICES AFTER YOUR RECEIPT OF THIS APPLICATION FORM AND KNOWN CONSIGNOR DECLARATION, YOU WILL BE DEEMED TO HAVE ACCEPTED THE ABOVE TERMS AND CONDITIONS, AND MADE THE APPLICABLE DECLARATIONS, REGARDLESS OF WHETHER THE APPLICATION AND DECLARATION IS COMPLETED AND RETURNED TO DHL WITH AUTHORIZED SIGNATURE AND / OR COMPANY CHOP, AND THE DECLARATION SHALL BE DEEMED TO BE A FUNDAMENTAL TERM OF YOUR CONTRACTUAL RELATIONSHIP WITH DHL.

STEPS For Applying DHL Account

- 1 - SIGN & COMPLETE the application form with COMPANY CHOP
- 2 - Return it together with a copy of BUSINESS REGISTRATION (BR) Certificate to:

Sales Planning & Development Department
DHL Express (Hong Kong) Limited
Level 26, Tower 1, Enterprise Square Five
38 Wang Chiu Road
Kowloon Bay, Kowloon, Hong Kong

For URGENT PROCESSING of account opening, you may fax the completed application form and Business Registration (BR) Certificate at **2838 1003** first **and** mail the original application form to us afterwards. Upon receiving your fax, our salespeople will contact you as soon as possible within two working days.