



**PRE-APPROVED MyDHL+ (NON SELF-FILER)
DHL SPECIAL TERMS AND CONDITIONS OF CARRIAGE
APPLICABLE TO SHIPMENTS DESTINED TO
A U.S. EMBARGOED COUNTRY (OFAC SHIPMENTS)
(LICENSED AND LICENSE EXEMPT SHIPMENTS)**

As evidenced by your signature below, ("Shipper") hereby agrees to the following Special Terms and Conditions of Carriage ¹ by DHL Express (USA), Inc. (hereinafter "DHL") of articles whose export is regulated by U.S. trade embargoes and sanctions implemented through the Bureau of Industry and Security, United States Department of Commerce Export Administration Regulation (hereinafter "EAR") and the Department of Treasury Office of Foreign Asset Control (hereinafter "OFAC"). Shipper acknowledges that they understand what is necessary to comply with the trade embargoes and sanctions contained within the EAR and OFAC regulations.

- A. DHL handles OFAC/BIS licensed shipments and shipment that fall under a specific exemption under the U.S. trade embargoes and sanctions for pre-approved companies and locations only; this is not a general service offering. This agreement permits the shipment of OFAC/BIS licensed or license exempt shipments only from the below stated company. Each mailing address/location of your company, including each branch, subsidiary, affiliate or division from where OFAC shipments may originate must be listed as an addendum to this agreement.
- B. Shipper agrees to affix the DHL special handling "orange" label prominently on the exterior of all OFAC shipment(s) along with the printed air waybill label and commercial invoice that are processed using MyDHL+ and if appropriate, provide a copy of their BIS or OFAC license. Any license number will be listed on the commercial invoice and the description field of the air waybill.
- C. Shipper agrees to ensure their AES Internal Transaction Number (ITN) or appropriate exemption code prints on the DHL air waybill (label) before tendering the shipment to DHL. To have DHLE file the AES record, shipper will send completed commercial invoice and/or [Shipper's Letter of Instruction \(SLI\)](#) form listing the AWB number to dhlcontrolledexports@dhl.com. The ITN returned by DHL must be inputted into MyDHL+ so that it prints on the air waybill.
- D. Shipper acknowledges that their shipments maybe subject to inspection by U.S. Customs and Border Protection and DHL prior to export.
- E. Shipper agrees to indemnify, defend and hold DHL harmless for any claim, penalty, liability or expense incurred by DHL that arises from the shipper's failure to comply with any of the provisions of this agreement, or from the shipper's failure to comply with the EAR or OFAC regulations related to shipments to embargoed countries shipped with DHL. DHL reserves the right to refuse any shipment that requires an OFAC/BIS license where a valid license is not provided.
- F. Shipper acknowledges that a service fee of \$30 may apply to OFAC shipments.
- G. The undersigned warrants and represents that she/he is an officer, manager, or duly authorized representative of Shipper and is empowered to enter into this agreement on behalf of Shipper.
- H. This agreement, once approved, is good for a 3 year period, at which time a new agreement will need to be submitted.

AGREED TO AND ACCEPTED:

SIGNATURE

DATE

PHONE

NAME (Please Print)

TITLE

EMAIL

FOR: _____
SHIPPER (Company)

ADDRESS _____

Account# _____

DHL Sales Representative:

COMAT Signed Agreement to:

DHL Express (USA), Inc.
Attn: ITAC Controlled Export Desk
236 Wendell H. Ford Blvd
MS1306, 3rd Fl
Erlanger, KY 41018
Tradecompliance.usa@dhl.com

FOR DHL USE ONLY

Approved by/Date: _____

¹ The DHL standard Terms and Conditions of Carriage, which appear on the DHL air waybill and as published at www.dhl-usa.com; also apply to all Department of Commerce regulated shipments.