



## LETTER OF UNDERSTANDING FOR PERSONAL WINE SHIPPING

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Dear Sir/Madam:

You have advised DHL Express (USA), Inc. ("DHL") that you desire to utilize DHL's services to transport a shipment of wine (herein "Items") for personal consumption. DHL agrees to ship the Items under the conditions set forth herein.

You agree that the Items will be packaged so as to ensure safe transportation in handling. You further agree to comply with all requirements for labeling, packaging and shipping the Items as set forth in Title 49 of the Code of Federal Regulations and/or any other laws or a governmental agency requirement that regulates such items. You agree to ensure that the Items will be packed in the following manner:

- a. The packaging shall include a watertight primary receptacle. The primary receptacle shall be foam insulated.
- b. The packaging shall also include a watertight secondary packaging. You will place a material, cotton wool, for example, between the primary receptacle and the secondary packaging.
- c. The primary receptacle and the secondary packaging shall then be placed in a sturdy outside packaging constructed only of corrugated fiberboard, wood, metal, or plastic that shall be sufficiently reinforced.
- d. The package will be marked clearly designating the shipment as containing alcohol including a label.

DHL will not provide packaging materials for the Items. You must arrange for all packaging materials. In addition all packages must be marked with the designation "U.S. EXPORT." Failure to package the Items as herein described is a material breach of this Letter of Understanding and shall relieve DHL of any and all liability for damage to the Items. Furthermore, you agree to defend, indemnify and hold DHL harmless from any claim, loss, damage, fine, penalty, or injury whatsoever resulting from your failure to package the Items as herein described.

It is DHL's standard policy not to accept the Items for carriage, and this policy is enforced in DHL's Terms and Conditions of Carriage as published at [http://www.dhl-usa.com/en/express/shipping/shipping\\_advice/terms\\_conditions.html](http://www.dhl-usa.com/en/express/shipping/shipping_advice/terms_conditions.html) or in the DHL Express Guide. DHL's Terms and Conditions of Carriage and any published revisions or updates thereto are an integral part of this Letter of Understanding and are hereby incorporated into this Letter of Understanding wherever reference is made to them to the extent as if they were set forth here in full. DHL will accept the Items from you, upon your express agreement that the Terms and Conditions of Carriage are modified for the limited purpose of shipping the Items pursuant to this Letter of Understanding. DHL's acceptance of the Items for shipment shall not be considered a waiver of any other provisions of DHL's Terms & Conditions and all other provisions will remain in full force and effect.

DHL shall accept the Items solely for transportation from international origins to those U.S. destinations regularly served by DHL, and only in conformance with the rules and regulations of the origins and U.S. destinations applicable to transporting the Items. In the event that you consign any such shipments to DHL for transportation from origins or to destinations which prohibit the transportation of such Items, you shall save, defend, indemnify and hold DHL harmless from any loss, damage, fine, penalty, or injury, including claims of any third party.

It is the shipper's responsibility to know and comply with all applicable laws, requirements, regulations and/or limitations regarding shipping the Items. It is the responsibility of the shipper to ensure that a shipment of the Items tendered to DHL does not violate any U.S. federal, state or local laws, or other regulations applicable to the shipment. **You shall be responsible for all taxes, duties and any other monetary assessments imposed on the Items by any local, state, federal or international government or other taxing or regulatory authorities. In addition you are required to comply with any notice or reporting requirements imposed on the Items by any local, state, federal or international government or other taxing or regulatory authorities.** You understand that DHL will act as importer of record for this shipment and that you shall save, defend, indemnify and hold DHL harmless from

any taxes, duties or other assessments, including penalties and interest, incurred by DHL as a result of shipping or importing the Items and from any fines or penalties imposed by any State, local or municipal authorities resulting from tendering the Items to DHL.

DHL's limitations of liability, as set forth in its Terms and Conditions of Carriage, shall govern and control each such shipment with respect to any loss, damage (including indirect and consequential damages), delay, mis-delivery or non-delivery of any such shipment. Further, you waive any rights of subrogation which your insurance carrier(s) may have as a result of compensating you for any losses. You shall save, defend, indemnify and hold DHL harmless from any claim or demand for any damages whether incurred by you, for your failure to pay applicable state and federal taxes, or for any damages incurred by DHL or any of its customers.

At your request and cost, DHL will provide Shipment Value Protection to you for the value of each shipment as declared by you up to a maximum value of U.S. Fifty Thousand Dollars (\$50,000.00). In the event you wish to obtain Shipment Value Protection for a declared value in excess of U.S. Fifty Thousand Dollars (\$50,000.00), such request would require advance approval from an authorized DHL employee.

In addition, you certify the following requirements prior to tendering the Items to DHL for shipment:

- a. You are at least 21 years of age;
- b. You purchased the alcohol shipment in person;
- c. You are shipping the alcohol to yourself;
- d. You are shipping the alcohol for personal use only and not for resale;
- e. You are shipping a quantity allowed by the U.S. destination's laws and regulations.
- f. You understand that **you or, where allowed by the U.S destination's regulations, another person who is at least 21 years of age** must be available to **personally sign** for the shipment upon delivery.
- g. You understand that all of the information you are providing to DHL regarding the shipment is accurate and complete and will be provided to U.S. Customs and Border Protection and any other federal or state agencies requiring information on this shipment.

If the foregoing meets with your approval and accurately expresses our understanding, please execute this Letter of Understanding where provided for below, and arranged to have it returned either directly to DHL Express (USA), Inc. or through the vendor from which the Items were purchased or obtained prior to shipping the Items. Without an executed copy of this Letter of Understanding, the Items cannot be shipped.

**Accepted And Approved By Shipper:**

Consignor\_\_\_\_\_

By: \_\_\_\_\_  
[SIGNATURE]

Date: \_\_\_\_\_