

General Terms and Conditions for Online Shipping Label

(for Consumers)



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Definitions and Applicability

1.1 Definitions

In these general terms and conditions, the following terms shall have the meanings set out below, unless expressly stated otherwise or the context indicates otherwise:

1. **Additional Shipping Options:** Additional shipping options that the Customer may purchase in relation to the transport of the Shipment, including (but not limited to):
 - a) increased liability
2. **General Terms and Conditions:** These general terms and conditions of PostNL, which apply to the Services and Products offered on the PostNL Website
3. **Order(s):** An order for one or more Products and/or Services registered in the name of the Customer via the Website;
4. **Services:** The provision of the possibility to create Shipping Labels via the Website as well as to purchase Additional Shipping Options, after which the shipping process for the Shipments can be initiated by the Customer;
5. **Recipient:** The person to whom a Shipment must be delivered;
6. **Dangerous Goods:** The dangerous goods as specified in the latest version of the technical instructions of the International Civil Aviation Organization (ICAO), the 'Dangerous Goods Regulations' of the International Air Transport Association (IATA), the International Maritime Dangerous Goods Code, the European Agreement concerning the International Carriage of Dangerous Goods by Road (ADR), or other national or international laws or regulations applicable to the transport of and/or services relating to dangerous goods;
7. **International Parcels:** (Letterbox) parcels intended for destinations abroad;
8. **Customer:** Natural persons only who purchase Services from PostNL via the Website;
9. **PostNL:** PostNL Pakketten België NV, with its registered office at Bremheidelaan 10, 2300 Turnhout, registered in the KBO register under number 0862.743.833, and user of these general terms and conditions;
10. **Agreement:** The agreement concluded between PostNL and the Customer after the Customer purchases Services via the Website, including these General Terms and Conditions;
11. **Parties:** PostNL and the Customer jointly;
12. **PostNL point:** A PostNL-approved and officially registered drop-off or collection location where parcels can be handed in, scanned, processed or collected as part of the PostNL parcel services. Consumers can find a PostNL point via the location finder on the PostNL Belgium website
13. **Product(s):** Shipping Label(s) that can be ordered via the Website;
14. **Prohibited Goods:** Goods that (i) are prohibited from being transported under international or national laws and/or regulations (including rules of international organizations), (ii) for which a Carrier has not obtained the necessary license, authorization, or other form of permission, and/or (iii) are generally known to be dangerous or illegal in the country of origin, destination, and/or any third country through which the goods are transported;
15. **Shipping Label:** A label containing the specifications for transport (such as the Recipient's address details, the sender's address details, and a barcode);
16. **Website:** <https://www.postnl.be/en/delivery/>;
17. **Shipment:** A transport unit (such as a parcel) intended for a Recipient and provided with a Shipping Label

1.2 Applicability

These General Terms and Conditions apply to every Agreement concluded via the Website between PostNL and the Customer.

These General Terms and Conditions will be made available to the Customer electronically in such a way that they can be easily stored by the Customer on a durable data carrier.

As soon as the Customer initiates the shipping process, specific additional conditions apply, namely the PostNL General Terms and Conditions for Goods Transport (<https://www.postnl.be/en/terms-and-conditions/>).

Article 2

Registration and ordering

2.1

The procedures established by PostNL and communicated to the Customer shall apply to the registration and ordering.

2.2

The Customer is obliged to provide correct, accurate, current, and complete information required during the registration process.

2.3

If the Customer registers via a PostNL account, the Customer is responsible for the use of their username and password. The Customer is responsible for the accuracy of the data in their account and for all use of the Services by third parties who have gained access using the Customer's login name and password. The Customer also guarantees that such third parties will not act in violation of the Agreement and these General Terms and Conditions. The Customer shall indemnify PostNL against all damages, costs, and claims arising from this.

2.4

Placing an Order takes place according to the procedure set out below:

Step 1: Select the desired Product and/or Service;

Step 2: Enter the recipient's details;

Step 3: Review the Order, enter your details, and choose a payment method;

Step 4: After completing the payment, the Order is final;

Step 5: Within a few minutes, you will receive an order confirmation by email. If not, please contact customer service via postnl.be/contact.

Step 6: You will not receive an invoice.

2.5

PostNL reserves the right not to register Customers or to refuse to execute one or more orders, or to suspend them—possibly subject to additional conditions. PostNL may exercise this right when PostNL has a legitimate interest in doing so. As a rule, PostNL will explain its decision upon request or on its own initiative.

2.6

PostNL will take appropriate security procedures and measures to protect the Services and the Website against the risks of unauthorized access or modification, destruction, or loss of data, but PostNL cannot guarantee this.

Article 3

Realisation of the agreement

3.1

The Agreement is concluded as soon as the Order is completed in accordance with the procedure set out in Article 324. PostNL will immediately confirm the conclusion of the Agreement by sending an electronic confirmation (email) to the Customer.

Article 4

Right of withdrawel

4.1

When purchasing a Shipping Label, the Customer agrees that the Agreement is executed immediately, as the Shipping Label is created and made available digitally without delay.

In accordance with Article VI.53, 1° of the Belgian Code of Economic Law, the Customer does not have a right of withdrawal for services that are fully performed within the withdrawal period, provided that the Customer has given prior explicit consent and has acknowledged that they therefore lose their right of withdrawal.

By completing the order, the Customer declares that they:

1. expressly request the immediate commencement of the service;
2. acknowledge that the Shipping Label is delivered immediately;
3. acknowledge that they lose their right of withdrawal once the service has been fully performed;
4. understand that the Shipping Label, once generated, is non-revocable, non-exchangeable and non-refundable.

By accepting the immediate delivery of the digital shipping label, I agree to the immediate execution of the service and acknowledge that I lose my right of withdrawal as soon as the label is generated

Article 5

Prices and Payment

5.1

PostNL is entitled to change the prices of the Products or Services offered.

5.2

The prices listed on the Website are in Euros and include VAT.

5.3

The Customer shall pay the amount owed to PostNL in connection with an Order using one of the payment methods permitted by PostNL. No invoice will be provided for an Order; however, a payment receipt will be sent to the Customer by email.

Article 6

Shipping label

6.1

It is possible to order a Shipping Label via the Website. After ordering, the Shipping Label will be sent to the Customer by email, after which it can be printed by the Customer in accordance with the instructions provided. The Shipping Label is valid for the transport of a Shipment for 5 days after the Order.

6.2

The Customer is not permitted to use the Shipping Label in violation of the law, the Agreement, or these General Terms and Conditions, or otherwise act unlawfully towards PostNL or third parties.

6.3

The Customer must have (or ensure access to) a device with internet access, an email address, and a (label) printer. The Customer is responsible for the costs of transmission and internet access. The Customer may also choose to have the shipping label printed at a PostNL point, provided that the PostNL point is equipped with a PostNL printer.

6.4

PostNL accepts no liability for any damage suffered by the Customer. PostNL cannot rely on the exclusion of its liability in cases of intent or gross negligence on the part of PostNL.

Article 7

Transport and delivery

7.1

The Customer may initiate the shipping process (including transport and delivery) of the Shipment with the Shipping Label by presenting the Shipment with the Shipping Label — or, where applicable, by having the Shipping Label printed at a PostNL point that offers this service — at a PostNL point.

7.2

PostNL will deliver the Shipment(s) to the Customer in a manner determined by PostNL. The PostNL General Terms and Conditions for Goods Transport apply to the transport and delivery (<https://www.postnl.be/en/terms-and-conditions/>).

7.3

If delivery to the agreed address proves impossible, PostNL will handle the Shipment in accordance with the applicable procedure and, if possible, inform the Customer.

7.4

Unless expressly agreed otherwise, the Customer cannot rely on a specific delivery time or date.

Article 8

Liability

8.1

PostNL's liability for damage suffered by the Customer as a result of defective execution of an Order is limited to (at most) the amount the Customer would have owed PostNL if the Order had been executed as agreed.

Article 9

Website security and privacy

9.1

PostNL undertakes to provide the necessary technical and organizational measures to secure the electronic transmission of data and ensure a safe web environment.

9.2

PostNL attaches great importance to the protection of its Customers' personal data and has drawn up a Privacy Statement, available at <https://www.postnl.be/privacyverklaring/>.

9.3

PostNL checks Orders placed on this Website to guarantee payment security and prevent misuse and fraud.

Article 10

Complaints

10.1

A Customer who has a complaint about the execution of the Agreement can submit it to PostNL's Customer Service department via the methods described on the PostNL website at <https://www.postnl.be/en/contact/problems-or-complaints/>.

10.2

If necessary for proper handling, the complaint may need to be submitted in writing.

10.3

If the Customer is not satisfied with how PostNL handled the complaint and you are a resident of Belgium, you can appeal free of charge to the Ombudsman Service (OMPS) for the postal sector, established by the law of 21 March 1991 (Ombudsman Service for the postal sector, Koning Albert II-laan 8 bus 4, 1000 Brussels, www.omps.be, fax: 02 221 02 44).

Article 11

Applicable law and dispute resolution

11.1

Belgian law applies to the Agreement.

11.2

The courts of the Antwerp district, Antwerp division, have exclusive jurisdiction to hear all disputes between the parties.

