



THE GENERAL TERMS AND CONDITIONS FOR INVOICED SERVICES PROVIDED BY POSTNL PAKKETTEN BELGIË NV

with its registered office at Bremheidelaan 10, 2300 Turnhout, 0846.219.981, RPR Antwerpen, division Turnhout, www.postnl.be

Article 1

These General Terms and Conditions form part of any Agreement entered into with PostNL Pakketten België NV. Any special terms stipulations deviating from this are only binding if they have been agreed in writing and apply only to the Agreements to which they relate. The CMR Convention and the General Terms and Conditions for Shipping of PostNL Pakketten België NV are applicable to all transportation of goods by road.

Article 2

The Client is committed to providing all necessary and useful information concerning the goods to be transported, as well as all instructions regarding their subsequent destination. This will include, for example, and is not limited to, a correct description of the nature, quality, properties, amount, etc. of the goods to be transported, and any useful data for the purpose of proper treatment and storage of the goods. Concerning dangerous goods, the Client shall specify very clearly which goods this concerns, provide a correct description of the goods, and provide the qualification of these goods. PostNL Pakketten België NV is not obliged to check whether the goods presented for storage and/or transportation complies with their description in so far as the contents and/or quality is concerned. PostNL Pakketten België NV dismisses all payments resulting from damages caused by insufficient or wrong information.

Article 3

The Client is responsible for all costs and any damage and/or loss resulting from non-compliance with these obligations. Moreover, the Client indemnifies PostNL Pakketten België NV against any claims by third parties caused by material, immaterial, bodily injury and/or physical damage and/or damage caused by non-compliance with these obligations.

Article 4

PostNL Pakketten België NV is not liable for material, immaterial, bodily injury and/or physical damage, for any reason, unless it is proven that said accident, injury and/or loss is caused by the intent or gross negligence of PostNL Pakketten België NV.

Article 5

The storage of the goods is at the risk of the Client unless the Client explicitly places an order for insurance to be taken out for each assignment in writing to PostNL Pakketten België NV. In the event insurance was included in the assignment, PostNL Pakketten België NV acts only as an intermediary, without liability.

Article 6

In the event of non-payment on the due date, PostNL Pakketten België NV shall be entitled to suspend execution of all ongoing assignments until full payment of all expired and outstanding invoices has been obtained, without this leading to any rights for damage compensation.

Article 7

All invoices are payable 30 days after the invoice date, unless agreed otherwise. Invoices not paid on their due date will, and this without any reminder or notice of default being required, be increased by late payment delay interest of 12% per year, with a minimum of €50. Furthermore, without any reminder or notice being required, and in addition to the late payment interest and increase to the outstanding amount due, a lump sum compensation of 15% of the invoice amount or balance thereof, with a minimum of €75 and up to a maximum of €10,000 will be charged.

Article 8

The exclusive jurisdiction for any disputes between the contracting parties are the Courts of the Judicial District of Antwerp, Antwerp Department.

Belgian law is applicable.

