



GENERAL TERMS AND CONDITIONS G3 WORLDWIDE (BELGIUM) NV, with registered office at Bremheidelaan 10, 2300 Turnhout, 0473.864.794, RPR Antwerpen – division Turnhout

THESE CONDITIONS LIMIT OUR LIABILITY. PLEASE READ CONDITION 8 VERY CAREFULLY TO MAKE SURE THAT YOU FULLY UNDERSTAND THESE CONDITIONS. YOU ARE ADVISED TO PURCHASE INSURANCE IF YOU WISH TO COVER YOUR RISK ABOVE THESE LEVELS.

Please note that our General Terms and Conditions can be subject to change. You can find the latest version of our General Terms and Conditions on our website.

1 Who is covered by these terms and conditions?

These General Terms and Conditions apply to you, the sender of the shipment of items/our customer and anyone else who has an interest in the shipment. Also, these General Terms and Conditions apply to G3 Worldwide Mail N.V., its subsidiary, affiliate or associate which arranges the collection, delivery or handling of the shipment. A deviation from these General Terms and Conditions is only valid if there is a separate written agreement, signed by the sender and a fully authorised representative of G3 Worldwide Mail N.V. or any of its subsidiaries in question. Unless we have a separate written agreement with you which says otherwise, we will choose the routing of your shipment and the subcontractors we use.

2 What items do we not accept?

We do not accept and you guarantee not to send any (a) items which are prohibited by transport, postal or European conventions, the rules of any international air transport or other association or by local law in the country of origin, destination or any third country through which the items travel, (b) items for which we did not obtain the necessary license and/or authorization; and/or (c) items which we believe may be and/or are generally acknowledged to be unsafe to handle or items which are illegal in the country of origin, destination or any third country through which the items travel (hereinafter referred to as the "Prohibited Items").

We do not accept and you guarantee not to send any items which are specified in the latest versions of the International Civil Aviation Organisation (ICAO) Technical Instructions, the International Air Transport Association (IATA) Dangerous Goods Regulation, the International Maritime Dangerous Goods (IMDG) code, the European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR) regulations, Universal Postal Convention (UPC) and/or any other national or international rules applicable to the transport of dangerous goods (hereinafter referred to as the "Dangerous Goods").

We may ask you to show us samples of the items you wish to ship to make sure that they are not Prohibited Items and/or Dangerous Goods. However, whether or not we request you to show us samples of the items you wish to ship, it is your full responsibility to ensure that no Prohibited Items and/or Dangerous Goods are handed over to us. If you do hand over any Prohibited Items and/or Dangerous Goods, you agree to indemnify and hold us and our subcontractor(s) fully harmless from any claims made against us and/or our subcontractor(s) and for any loss, liability or damage we and/or our subcontractor(s) may incur. You also agree that we can deal with any Prohibited Items and/or Dangerous Goods in whatever way we think fit.

We reserve the right to refuse to accept or collect a shipment from you, at any time, if (a) you do not act in accordance with this provision, these General Terms and Conditions in general and/or any individual contract between you and us, (b) any court or arbitration tribunal of competent jurisdiction or any competent governmental or regulatory authority with jurisdiction over you and/or us determines that our provision of services to you is contrary to existing laws, rules or regulations, (c) any law, rule or regulation which is passed or adopted makes it materially more expensive or difficult for us to provide our services based on our reasonable judgment, or (d) Spring has reason to believe the shipment and/or Parcel contains the Dangerous Goods and/or the Prohibited Items.

3 Customs, duties, taxes and other charges

- 3.1 It is your responsibility to inform us about the contents of your shipment. You should also inform us if your shipment contains items to which customs duties, taxes (including but not limited to value added tax ("VAT") / goods and services tax ("GST") if applicable) and/or other charges apply. You undertake and certify that all statements and information you provide relating to the exportation and importation of the shipment will be true and correct. You acknowledge that in the event that you make untrue or fraudulent statements about the shipment or any of its contents, you risk a civil claim and/or criminal prosecution the penalties of which include forfeiture and sale of your shipment. You agree that you will be ultimately responsible for any customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges which are or will become due on your shipment.
- 3.2 Depending on the routing of your shipment, customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges may apply. If we agree to assist you with, or arrange for you, the clearing and entering of the shipment through customs you hereby appoint us as your agent solely for that purpose. Should we subcontract these customs clearance activities — for example to a specialized clearing agency — you hereby grant us all rights and authorities on your behalf for the purpose of designating a customs broker to perform customs clearances and entries. To the extent that we assist you with, or arrange for you, the clearing and entering of the shipment through customs, such assistance or arrangement will be rendered at your sole risk.
- 3.3 Notwithstanding whether our services to you start before or after the clearance of your shipment through customs and notwithstanding whether we agree or do not agree to perform the customs clearance activities (regarding customs duties, taxes (including but not limited to VAT / GST if applicable), penalties, storage charges or other) on your behalf, it is your responsibility to provide documentation at your own expense regarding the shipment (e.g. detailed shipment information on quantity, volume, value etc.) within 24 hours after a notification to you, if we and/or any customs authority require(s) such documentation for the purpose of confirming the import/export declaration and/or our customs clearance status. If our services to you start after customs clearance of your shipment and the subsequent delivery of that shipment to us and:
- (i) you refuse to provide us with the requested (shipping) documentation,
 - (ii) your (shipping) documentation proves to be incorrect or incomplete for whatever reason, or
 - (iii) issues arise from improper customs clearance regarding your shipment, we reserve the right, at our sole discretion, to:
 - (a) refuse your shipment, or
 - (b) refuse our services to you until you have arranged the required remedial actions and you have fully resolved the issue.
- 3.4 You acknowledge and accept that we are not part of the commercial transaction between you as sender/exporter/importer of the shipment and the end receiver/consignee/importer of that shipment. We can therefore not be regarded and we do not qualify as sender, exporter, importer, end-receiver or consignee of your shipment from a commercial, fiscal and legal perspective. By handling and delivering your shipment — with or without assisting you with and arranging customs clearance activities for you — we merely act as the facilitator and we provide you with a distribution address for the purpose of handling, delivering and possibly the clearing through customs of your shipment. You hereby warrant that you and/or any of your suppliers will fill out and complete the relevant (shipping) documentation regarding your shipment in accordance with this article and in accordance with our instructions for the purpose of making the shipping documents compliant to this article.
- 3.5 Any customs duties, taxes (including but not limited to VAT / GST if applicable), penalties, storage charges or other expenses we incur as a result of the actions of customs or other fiscal/regulatory/governmental authorities or your failure to provide proper documentation and/or to obtain the required license or permit regarding your (items in the) shipment will be charged to you. Upon first request you will provide a proper guarantee for any of the duties, taxes, penalties, storage or any other expenses. You indemnify us from any claims or damages as a consequence of any issue in relation



to customs duties, taxes (including but not limited to VAT / GST if applicable) and/or other charges.

3.6 We are not liable for any delays, losses or damage caused by interference from customs officers or other fiscal/regulatory/governmental authorities.

4 Value Added Tax / Goods and Services Tax

Whether VAT / GST is due on the items you wish to ship and if so, which percentage or amount is due, is completely your own responsibility to determine. We do not provide advice regarding VAT / GST related issues on shipments/items and we are not and do not pretend to be VAT / GST experts. Because of the complicated nature of the regulations we suggest that you seek professional advice regarding VAT / GST issues in general and more in particular regarding your shipments. We do not accept any liability in relation to any VAT / GST due on the items that you (intend to) ship or in relation to any claims by fiscal/regulatory/governmental authorities in that respect towards you or any other party. Furthermore you hereby indemnify us from any claims and/or damages including but not limited to claims and/or damages of fiscal/regulatory/governmental authorities or others parties as a result of VAT / GST (related) matters on your items (to be) shipped.

5 Opening items

In order to make sure that there are no Prohibited items (these are described in clause 2) and/or items to which customs duties, taxes (including but not limited to VAT /GST if applicable) and/or other charges apply and/or to confirm the nature or value of declared items, we may need to open your shipment. You understand that we have this right and will hold us harmless against any claims we may receive or make good any loss or damage we incur.

6 When and how much you will have to pay for the services

Unless we have made another agreement with you in writing, the price for delivery and handling of the shipment is the rate set out in the rate card which was provided to you and agreed with you or, if no rate card has been agreed, the published tariff at the time we collect the shipment. Tariffs can change so you should make sure that you are aware of the tariff, which is in force whenever you make a shipment. Unless we have agreed anything else with you in writing, you must pay us within 7 days of collection of the shipment or, if we have sent you an invoice for any payment, you must pay us within 7 days of the date of that invoice.

7 What happens if you do not pay or you pay us late

If you are late in paying we may charge you interest for every day payment which is overdue at a rate of 1% per month of the overdue amount. If we need to take action to recover payment from you, you agree to pay us for all of our costs, including reasonable attorney's fees.

In order to ensure that we are secured against non payment by you, you grant us a security interest in and over any shipments you have given to us and which are in our possession and authorise us to deal with those items in whatever way we consider appropriate (including, but not limited to, selling, holding or destroying the items) in order to recover some or all of the payment from you and/or to reduce our own costs or disruption to our business.

8 The extent of our liability

We often need to rely on several other people to provide the service to you, some or all exclude their liability to us. We, therefore, do not accept any responsibility or liability for anything that happens to your shipment. If your shipment, or any of the items, is lost or damaged we will not compensate you for any losses which you suffer. Furthermore, we do not accept and expressly disclaim any liability for special, indirect, incidental or consequential losses or damages (including, but not limited to, loss of opportunity, wasted costs or lost profits) or loss which is caused by something over which we have no direct control. Unless we have a specific agreement with you

in writing, we do not accept any liability if your shipment is delayed. If your shipment needs protection, we strongly advise you to take out appropriate insurance.

9 Undelivered items



If a shipment or any item is not delivered for reasons which can not be attributed to us, you permit us to open the item and to try to return it to you at your own cost. We will try to contact you to reach an agreement on how to deal with such items but, in order to minimise our costs and disruption to our business, you agree that we can deal with such undelivered items in any way we consider appropriate (which may involve arranging for delivery, returning them to you or arranging for collection by you or selling or destroying the items).

10 Postal regulations

Under certain postal regulations, it is possible for the postal administration in many countries to levy a surcharge or even to return or refuse to deliver mail. This may happen if, for example, you post mail using the services of a foreign postal administration but you are resident in the country in which the mail is to be delivered (this is called "ABA re-mail") or if you post mail for delivery in a third country, using the services of a postal administration which is not the postal administration in your country of residence or the country of final delivery (this is called "ABC re-mail"). If any situation occurs where any of your shipments are subject to surcharging, non-delivery, return or even destruction as a result of postal regulations, you will be fully responsible for the consequences and will hold us completely harmless against all costs arising from such action. You will also help us to challenge any such claims if we ask you to do so.

11 Data Protection

If, in relation to the services, you provide us with personal data (i.e. data which may be linked to files that can be traced back to individual persons) the following terms will apply. If you provide us with personal data, you guarantee that you have complied with all the applicable laws and regulations relating to the protection of privacy and that said laws and regulations permit the provision of this personal data to us and the processing of this data by us. You will indemnify us against claims from third parties that arise as a result of non-compliance with these laws and regulations. We will only perform the tasks as instructed by you. We will not use the personal data for any other purposes and we will maintain confidentiality in respect of the personal data which we are instructed to process. We shall take adequate technical and organisational measures to protect the personal data against loss or any form of unauthorized processing. We shall be entitled to retain any sub-contractor to perform part or all of the services on our behalf, provided that said sub-contractors apply the same measures as mentioned in this clause.

12 Termination

Either party to the agreement may terminate the agreement with immediate effect in the following events:

- (i). a party fails to fulfil a material obligation under this agreement after a proper notice of default has been given in writing specifying the default and stating thirty (30) working days within which to remedy the failure and the default has not been remedied;
- (ii). a petition is presented or notice is given or an order is made or an effective resolution is passed for the liquidation or winding up (or any similar process) of either party;
- (iii). either party is declared bankrupt or an application for its bankruptcy is filed or either party applies for a suspension of payment;
- (iv). either party ceases or threatens to cease its business or a substantial part thereof;
- (v). upon a determination by any court or arbitration tribunal of competent jurisdiction or any competent governmental or regulatory authority with jurisdiction over the parties that the provision of the services under this agreement is contrary to existing laws, rules or regulations;
- (vi). the passage or adoption of any law, rule or regulation that in the reasonable judgement of Spring will make it materially more expensive or difficult to provide the services under this agreement;
- (vii). if any item provided by our customer/the sender is or Spring believes to be a Dangerous Good and/or Prohibited Item;



Spring has the right to terminate the agreement with immediate effect upon written notice to customer, without judicial intervention being required, in reasonable of Spring opinion, our customer:

- (viii). uses any service(s) in a way that contradicts or violates any applicable law and/or regulation;
- (ix). uses any service(s) that, in the opinion of judicial body and/or supervisor and/or any other (governmental) body or authority, in any way contradicts or violates any applicable law and/or regulation;
- (x). uses any service(s) fraudulently or in connection with a criminal offence; or
- (xi). acts in any way which damages or may damage the reputation or business of Spring and/or a Spring group company (art. 2:24 a and b Dutch Civil Code).

13 Where disputes will be dealt with

We have tried to make these General Terms and Conditions as clear and fair as possible. However, in the event of any dispute between you and us in respect of any service or shipment covered by these General Terms and Conditions, you agree that: these General Terms and Conditions and our agreement will be governed by and construed in accordance with the laws of the Netherlands without giving effect to the principles of conflict of laws and that, in the event that there is a dispute about these General Terms and Conditions and/or the provision of our services, the dispute will be brought before the courts in Amsterdam, the Netherlands, where our head office is located. There is one exception to this rule. If you have not paid us and we need to collect money from you, you agree that we will be allowed to take legal action in any country where we believe we are able to collect the debt.

14 Where subcontractors or any other third party are used by you

You hereby explicitly acknowledge that we shall not be held liable for any damages or costs as a result of mistakes, incorrect or incomplete instructions, wrongful actions etc. of mailing houses, subcontractors, agents, suppliers or any third party hired/contracted by you. Notwithstanding the foregoing, we shall furthermore, only follow instructions and accept any formal representation by any of these parties when such party can prove to have a valid power of attorney from you to act and instruct on your behalf or when we receive a written confirmation from you that such party is entitled to act on your behalf and that we shall follow any reasonable instructions from such party.

15 General Terms and Conditions available in several languages

Our General Terms and Conditions may be available in the various languages. The official and leading version will at all times be the English version. If for any reason it appears that there is a discrepancy between the English version of our General Terms and Conditions and a different language version, the English version prevails.