

GOODS TRANSPORT GENERAL TERMS AND CONDITIONS
POSTNL PAKKETTEN BELGIE NV

Article 1: Definitions

For the purposes of these general terms and conditions the following terms shall be defined as follows:

- 1.1. **Handover point:** the branches or facilities designated by PostNL for the transport of Shipments;
- 1.2. **Additional services:** Services that can be purchased separately, such as signature for receipt and increased liability
- 1.3. **Sender:** customer/contracting party of PostNL;
- 1.4. **GTC:** These General Terms and Conditions for Goods Transport.
- 1.5. **Consignee:** the party to whom PostNL is required to deliver the shipment pursuant to the Transport Agreement;
- 1.6. **Hazardous Substances:** The dangerous goods as specified in the latest versions 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 Convention for the International Carriage of Dangerous Goods by Road (ADR) or other national or international laws or regulations applicable to the transport of and/or provision of services relating to dangerous goods;
- 1.7. **International Shipment:** shipment destined for an area outside Belgium (outbound) or a consignment originating from such an area (inbound), including a European Parcel Service (EPS) and Global Pack (GP) Shipment;
- 1.8. **Batch:** a number of Parcels that are simultaneously handed over for transport to PostNL on behalf of one and the same Sender, in accordance with agreed terms and conditions regarding in particular the remuneration due, the minimum number to be handed over, the time of the handover and the Handover point;
- 1.9. **Peak period:** A specific period in a calendar year in which PostNL is handed substantially more Parcels per day than the average number of Parcels per day calculated over a calendar year.
- 1.10 **PostNL:** PostNL Pakketten België NV, With registered office at Bremheidelaan 10, 2300 Turnhout, 0862.743.833, RPR Antwerpen, division Turnhout (www.postnl.be)
- 1.10. **Service Framework:** All the conditions relating to the transport of goods that PostNL has agreed with the Sender;
- 1.11. **Prohibited goods:** (I) goods that are prohibited under international or national laws or regulations (including rules of international organizations), (II) goods for which PostNL has not obtained the necessary licence or authorization (for example some food products) and/or (III) goods that are generally known to be dangerous or illegal in the country of origin, destination and/or any third transit country.
- 1.12. **Transport document:** the data carrier (or combination of data carriers) on the Shipment with the specifications for the transport, such as consignor address, consignee address, bar code and parcel number.
- 1.13. **Transport Agreement:** a transport agreement (electronic or otherwise) concluded by and between PostNL and the Sender under these General Terms and Conditions;
- 1.14. **Shipment:** a transport unit (such as one or more parcel(s), roll container(s), pallet(s) or general cargo(es)) offered for transport to PostNL which is intended for a Consignee and is provided with its own Transport Document(s) for that purpose;

Article 2: Applicable regulations

- 2.1. These GTC shall apply to all Transport Agreements that PostNL enters into with a Sender.
- 2.2. All activities and agreements of PostNL shall apply:
 - National and International Road Transport: Convention on the Contract for the International Carriage of Goods by Road, in the version ratified by Belgium (CMR);
 - Air Transport: Convention for the Unification of Certain Rules for International Carriage by Air, in the version ratified by Belgium (Warsaw Convention).
 - The General Terms and Conditions of Payment for Services Performed on Account PostNL Parcels Belgium NV.

Article 3: Conflicting provisions

In the event of conflict between the provisions of the CMR, non-mandatory provisions in the law or in the conventions referred to in Article 2 and the provisions of the GTC, the agreement by and between the parties shall, if applicable, take precedence over the provisions of the GTC and provisions of the General Terms and Conditions of Payment for services provided on account PostNL Parcels Belgium NV.

Article 4: Term and cancellation

The agreement shall commence from the first transport for a term of 1 year, unless agreed otherwise. At the end of this period, the agreement shall be tacitly renewed for the same period unless either party should terminate it by registered letter, subject to three months' notice before the end of each period.

Article 5: Dissolution

Both PostNL and Sender shall have the right to dissolve the Transport Agreement without judicial intervention with immediate effect if one of the following circumstances should occur

- a. a party is in default of fulfilling its obligations under a Transport Agreement for more than seven days;
- b. a party has applied for postponement of payment or a postponement of payment has been granted;
- c. a party has applied for bankruptcy or has been declared bankrupt;
- d. a party has lost the free disposal of its assets.

Article 6: Terms and conditions of handover

6.1 PostNL shall use its own Transport documents as a waybill. All Shipments must be accompanied by a Transport document, duly completed in full. The Sender details shall constitute a mandatory part of the Transportation Document. The Sender shall be responsible for careful packaging in line with the nature and content of the Shipment and provided with the address of the Consignee and of the Sender.

6.2 Shipments must be handed over at a designated Handover point. PostNL may designate different Handover points for different categories of Shipments.

6.3. PostNL may require additional conditions for a handover of a Batch, in particular the rate, the minimum number of items to be handed over, the time of the handover and the Handover point.

6.4. On the basis of a contract to this end by and between the Sender and PostNL, the Sender may serve “electronic prenotification” of the handover of Shipments. Such a contract shall govern in particular the way in which the Shipments are to be handed over for transport and the manner in which the Sender can obtain information about the Shipments accepted for transport.

6.5. In case of an International Shipment, the Sender may only present goods that are in conformity with all rules pertaining to transport and delivery, in particular the possible application of special taxes in the land of delivery. With this in mind, the Sender has been made aware of the good transport process (including unloading at depots), after which he has verified if, and if so, under what conditions the transport is possible. Therefore, the Sender will provide PostNL with all necessary information and documents to satisfy any custom rule and, if necessary, add it to the Transport documents. The Sender must ensure that these documents and information are accurate and complete. If the Sender wants to delegate the observance of these obligations to PostNL, it must make the necessary arrangements with PostNL.

Article 7: Remuneration

The remuneration payable under the Transport Agreement shall follow from the rates applicable at the time of acceptance for transport for the agreed Service Framework (as generally announced by PostNL) and from the data registered by PostNL regarding, in particular, the number of items, weight, dimensions and destination of the Shipment.

The remuneration shall be based on an average daily volume handed over to PostNL - calculated over a contract year. PostNL reserves the right to apply a surcharge for shipment on days on which the volume differs substantially from the average volume.

Article 8: Payment

8.1. Unless agreed otherwise, the remuneration agreed shall be payable at the latest upon acceptance of the Shipment for transport. If payment on account has been agreed, the Payment Terms and Conditions of PostNL Parcels shall apply, standard 15 days after the invoice date.

In accordance with the General Conditions of Payment, in the event late payment, the outstanding amount shall, without reminder or notice accrue interest of 12%, with a minimum of € 50, and an increase clause of 15% on the outstanding balance by way of fixed compensation, with a minimum of € 75 and a maximum of € 10,000.

Article 9: Prohibited goods

More information about Hazardous Substances and Prohibited Goods can be found at

<https://www.postnl.nl/zakelijke-oplossingen/post-versturen/post-naar-het-buitenland/verzendvoorwaarden/> and Terms and conditions for the transport of dangerous goods (version 2018).

Article 10: Insurance, suspension or discontinuance of transport

10.1. PostNL may refuse, suspend or discontinue the transport of a Shipment, upon reasoned request, if:

- a) the Sender does not meet the terms and conditions set by PostNL for acceptance of the Shipments for transport (with regard to, e.g.: payment, place of presentation, provision or specification of data, use of a Transport Document, use of a barcode, packaging, contents, destination, weight and dimensions);
- b) the transport of the Shipment may present a danger to persons or property; this shall in any event apply to the transport of goods to which national or international laws and regulations on the carriage of dangerous goods apply; c) the transport is prohibited by law or governmental regulations, or PostNL has indications that the transport may be contrary to law or governmental regulations;

- d) the Sender is in default of payment obligations under any other agreement with PostNL;
- e) PostNL has any other valid reason for refusal, suspension or discontinuance, including but not limited to natural disasters, wars or armed conflicts, (labour) strikes, etc.
- f) An online Transportation Document is used for multiple shipments.

10.2. If the transport of a Shipment is refused or discontinued, PostNL shall, insofar as possible, enable the Sender to regain possession of the Shipment and any documents submitted with it, thereby terminating the Transport Agreement. PostNL may claim payment of the remuneration owed for the transport, without prejudice to PostNL's right to reimbursement of any (additional) costs incurred.

Article 11: Amendment of the Transport Agreement

The Service Framework and/or the delivery address cannot be changed once a Shipment has been accepted for transport, unless expressly agreed otherwise with the Sender. As long as the Shipment has not yet been delivered, the Sender may request PostNL to return it. PostNL shall then make every effort to comply with such a request and may in certain cases be entitled to charge a fee. In the latter case, PostNL will indicate said fee in advance.

Article 12: Compliance with the Transport Agreement by PostNL

PostNL shall have the right to have the Transport Agreement performed by third parties, in whole or in part, without prejudice to its rights and obligations under said Transport Agreement.

Article 13: Delivery time

When entering into an agreement concerning the Pickup Service and/or Return Service, as well as any changes agreed by and between the parties, the following information shall be recorded in writing or electronically. Required for the performance of the Pickup Service and/or Delivery Service:

13.1 PostNL shall endeavour to deliver Shipments for transport to the address indicated by the Sender during the first business day following the day of acceptance, with the exception of International Shipments and Shipments via the Online Dispatch Service, for which other terms and conditions apply. Shipments accepted for carriage on Saturdays shall as a general rule be delivered on the next Tuesday, unless agreed otherwise. The period within which PostNL aims to deliver Shipments may be longer during Peak Periods.

13.2. The Sender or the Consignee may invoke a period of delivery of a Shipment stated or indicated by PostNL only if this period has been expressly agreed for the Shipment in question.

13.3. With regard to the transport of (outbound) International Shipments, the desired transit time depends on the country in combination with the specific destination area, the correctness and completeness of the pre-notification (e-mail, foreign telephone number) and (where applicable) the Service Framework chosen by the Sender.

Article 14: Liability

14.1. In the event of both loss of or damage to Shipments, PostNL shall be liable only in accordance with the provisions of the CMR Convention for carriage by road and the Warsaw Convention in the event of carriage by air.

14.2. If, pursuant to the provisions of the CMR Convention, compensation for total or partial loss of the goods is charged to the carrier, such compensation shall be calculated according to the value of the goods at the place and time of receipt thereof. PostNL shall assess the value of the goods on the basis of the purchase invoice to be paid by the Sender.

14.3. PostNL's liability shall in any event limited to the limit of 8.33 SDRs per kilo in accordance with Article 23 (3) CMR Convention, except in the case of intent.

14.4. In the event of a notice of default for loss or damage, PostNL shall submit as evidence a copy of the delivery document showing the place of delivery in accordance with the product and Service Framework agreements that have been contractually concluded with the Principal in advance. Unless proven otherwise, PostNL shall disclaim all liability for loss or damage.

14.5. The Sender indemnifies PostNL against any claim and any damage PostNL may suffer that is the (in)direct consequence of the absence, inaccuracy or incompleteness of the documents and information in breach of article 6.5, as well as claims and damage suffered by PostNL through the presentation of Prohibited goods in breach of article 9. PostNL's subcontractor are third party beneficiaries of this indemnification obligation. For example, the Sender declares that, if it presents jewelry to PostNL, it will not exceed the total value of € 30.000,00, failing which the Sender must indemnify PostNL for any damage suffered (including penalties).

Article 15: Additional Services

PostNL's services may be extended with one or more of the 'Additional Services' referred to in this article, subject to payment of the relevant fee and to full applicability of the provisions of these terms and conditions. PostNL shall be entitled to discontinue temporarily or not offer additional services during Peak Periods. In such a case, senders with whom PostNL has concluded a contract for the transport of Shipments shall be informed 60 (sixty) calendar days in advance.

Additional services for Shipments under contract with PostNL:

15.1. "Increased liability"

- a) Shipments (BE + NL) can be sent at the request of the Sender and against payment of the remuneration determined by PostNL with "increased liability".
- b) The amount of the "increased liability" must be stated on the Transport Document as required by PostNL. The relevant statement shall be deemed to be an explicit stipulation by and between the parties to increase PostNL's liability, as referred to in Article 26 CMR.
- c) In the event of damage attributable to PostNL as a result of loss of or damage to a Shipment with "increased liability", the Sender or the Consignee may claim compensation for the damage to the items transported with the Shipment up to a maximum of the amount of the "increased liability".
- d) The provisions of the CMR and of the Warsaw Convention on "special interest in delivery" (Article 26 and Article 22(2) of the CMR and the Warsaw Convention respectively) shall apply accordingly. In case of Global Pack shipments (International Shipments outside the European Union, plus Greece, Malta and Cyprus) an increased liability up to a maximum of € 200,- per Shipment, regardless of its contents, shall. This applies to Single Shipments as well as to Batch Shipments.
- e) PostNL shall determine whether and to what extent the Sender is eligible for compensation on the basis of the purchase order paid and submitted to PostNL by the Sender.

15.2. "Signature for receipt"

- a) Shipments may be presented at the Sender's request and, where applicable, against payment of the fee set by PostNL on condition of "signature for receipt." In the event of an order for the additional "increased liability" services, the "signature for receipt" shall form a standard part of the Service Framework.
- b) In the case of International Shipments, with the exception of International Shipments without Additional Service, "signature for receipt" shall form a standard part of the Service Framework.
- c) The drivers of PostNL shall use hand terminals where a Proof of Delivery at the door and an electronic signature can be provided. The electronic signature shall replace the handwritten signature in ink on the paper distribution list. The Sender and PostNL agree to accept this electronic signature, or at least a copy printed on paper if necessary, as proof of delivery. The Sender shall inform the Consignee of this electronic signature.
- d) The Sender shall agree in advance that, if several Shipments or one Batch or Batches (whether handed over for shipment in their entirety by the Sender or in combination with several Senders) are to be delivered to a Consignee at the same time, the "Signature for Receipt" shall be provided only once by the Consignee for all the Shipments or Batches received at that time, and said 'Signature for Receipt' shall then be technically duplicated so as (to be able) to provide the Sender with the Consignee's acknowledgement of receipt for each individual Shipment or Batch (at that time). The Consignee may not invoke PostNL's failure to receive (or to exercise any other rights in respect of) the individual Shipments or the Batch after the one-off 'Signature for Receipt' has been posted.
- e) If necessary, the Sender or the Consignee may choose to have the Shipment delivered to a neighbour, in which case the 'Signature of Receipt' provided by the neighbour shall be deemed to be the Consignee's 'Signature for Receipt'.

Article 16: Delivery method

16.1. General

- a) Unless this cannot be reasonably required of PostNL, deliveries shall be made on all days of the week, with the exception of Sundays and generally recognized public holidays (unless expressly agreed otherwise in a Transport Agreement). PostNL reserves the right not to deliver certain categories of Shipments on Saturdays. PostNL shall make this generally known in good time.
- b) Delivery shall be made at the address indicated on the Shipment, or at another address indicated by the Consignee. In that case, PostNL shall be entitled to deliver a Shipment without Additional Service, a domestic Shipment with 'Signature for Receipt' or an International Shipment, which cannot be delivered to the Consignee's (residential) address, to one of its closest neighbours.¹ In such a case, a written notification (digital or otherwise) shall be left or sent to the Consignee. In the event of delivery to neighbours, the transport and responsibility of PostNL under the Transport Agreement will have ended. If delivery to one of the neighbours is not possible either, or if it concerns a Shipment with an Additional Service, the Consignee shall be provided with a written notice (digital or otherwise) stating how and within what period of time he may take possession of the Shipment.

¹ The Sender may request that such a Shipment is to be made exclusive to the Consignee's home. In such a case, an attempt to deliver the Shipment to neighbours shall be omitted. The Sender must indicate such request clearly on the address side of the Shipment. PostNL shall provide a free sticker for this purpose at post office branches.

- c) The terms and conditions of delivery set out in articles a) and b) supra apply to both domestic Shipments and inbound International Shipments. The terms conditions of delivery of International Shipments may vary from country to country. 16.2. Method of Delivery

The delivery may be made by:

- a) depositing the item in the mailbox or letter slot at the address indicated on the Shipment, or
- b) presentation for delivery to the Consignee's P.O. Box;
- c) presentation to the Consignee, an adult housemate¹ of the Consignee or the Consignee's authorized representative, or to an employee of the organization designated as Consignee on the Shipment. This shall apply to most Additional Services.
- d) Leaving the item with neighbours.

16.3. Storage

- a) If delivery by means of deposit in a suitable facility or by handing the Shipment over to the Consignment or another suitable person is not possible, PostNL shall take the Shipments into safekeeping for a maximum period of one week. The conditions of custody for outbound International Shipments may vary from country to country.
- b) If delivery has proved impossible and PostNL subsequently takes the Shipments into safekeeping, the Consignee shall always be informed accordingly in writing, whereby the location of the safekeeping shall be indicated in the very least.
- c) PostNL shall not take into custody any Parcels that are clearly or deemed by PostNL to be perishable.

16.4 Procedure for undeliverable Shipments

- a) If the Consignee refuses to accept a Shipment, fails to collect it from the custody/postal box location (after a storage period of one week maximum has elapsed) or if custody of the Shipment is objectionable to PostNL due to the (apparent or suspected) contents thereof, the Shipment shall be returned to the Sender (in the case of International Shipments: to the sender abroad).
- b) Shipments which, for whatever reason, cannot be returned to the Sender shall be stored by PostNL for a period of approximately 6 months and kept at the disposal of the Sender or the Consignee, unless PostNL knows or deems it plausible that the (contents of the) Shipment are of no value whatsoever, or that owing to the contents thereof storage is objectionable to PostNL, in which case PostNL shall be free to destroy the Shipments (or to have them destroyed) or dispose of them in any other manner it should see fit. Shipments deemed to be of value shall revert to PostNL after the aforementioned period of 6 months. If PostNL does not return the Shipments, it shall make every effort to inform the Sender of the manner in which the Parcels are available.
- c) If the Sender refuses to accept the Return of Parcels or does not collect them from the storage location (after a storage period of a maximum of 7 days), PostNL shall assume that the contents of the Shipments no longer represent any value to the Sender and it shall immediately be free to dispose of the Shipments as it should see fit.
- d) If it becomes apparent that a Shipment cannot be delivered in accordance with the applicable Service Frameworks, PostNL shall be entitled to charge the Sender for all or part of the costs for the return, storage and/or destruction.

Article 17: Information to the Sender and/or Consignee

The Sender or the Consignee may obtain information regarding the performance of the Transportation Agreement by inquiring with Post NL up to 30 (thirty) calendar days from the date of acceptance for carriage of the Parcels, provided that the number of the barcode on the Transportation Document is indicated. PostNL shall be entitled to charge administrative costs in the event of (initial) inquiries after the relevant inquiry period has elapsed.

Article 18: Liability and indemnification for hazardous substances and prohibited goods

18.1. PostNL does not accept Hazardous Substances and/or Prohibited Goods. If the Sender hands over Hazardous Substances and/or Prohibited Goods for transport to PostNL, the Sender shall indemnify PostNL and hold PostNL harmless from and against all claims from third parties as well as damage suffered by PostNL from the transport of these Dangerous Goods and/or Prohibited Goods.

18.2. The indemnification referred to in paragraph 18.1 shall also be given to PostNL's subcontractors.

The Sender agrees that the Hazardous Substances and/or Prohibited Goods offered to PostNL by the Sender shall be transported by 18.3. PostNL will be destroyed and that the costs involved can be recovered from the Sender.

Article 19: Notice of damage

PostNL assumes that the shipment has been carried out in accordance with the selected service framework:

19.1. If the recipient has no comments nor notes no damage upon receipt of the shipment.

19.2. If no written notification is made that shipment is damaged in case of hidden damage, within 7 (seven) days after the day of delivery, not including Sundays and public holidays,

¹ (Fellow) boarding house or hotel guests, service staff, landlords, hosts or hotel keepers shall not be considered to be housemates.

19.3. If there is no report on defect or delay or that the Transport Agreement has otherwise not been properly performed, within 7 (seven) days after the day of delivery, not including Sundays and public holidays, .

Article 20: Call on the Ombudsman service for the postal sector

If the sender is not satisfied with the way in which the complaint has been handled by PostNL and you are a resident of Belgium, you can appeal, free of charge, to the ombudsman service for the postal sector (OMPS), which was set up by the Act of 21 March 1991 (ombudsman service for the postal sector, Boulevard du Roi Albert II 8, box 4, 1000 Brussels, www.omps.be, fax: 02 221 02 44).

Article 21: Applicable law and competent court

21.1. All Contracts of Carriage are governed by Belgian law.

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

Article 22: Privacy Protection

22.1. PostNL uses the personal data (of Consignees Addressees and Senders) recorded in the context of the Transmission Agreement for the performance of the Agreement and for the provision of good services. PostNL processes personal data in accordance with the General Data Protection Regulation (Regulation EU 2016/679). More information is contained in PostNL's privacy statement.

22.2. The Sender shall inform the Consignees of the transfer of their personal details and shall indemnify PostNL against all claims and costs arising out of the Sender's failure to comply with applicable privacy regulations.

22.3. As a PostNL customer, the sender shall receive informative newsletters by e-mail. This information is sent to keep the Sender informed of (new) products and services. As a PostNL customer, the Sender agrees to receive these informative newsletters. The Sender's contact persons shall be added to the PostNL e-mail file. The Sender can always unsubscribe via the opt-out option at the bottom of each newsletter.

Article 23: Confidentiality

The existence and content of a Transport Agreement shall be confidential. As such, the Sender shall observe confidentiality regarding the existence or content of a Transport agreement. If the Sender has breached this obligation of confidentiality, the Sender shall be liable to pay immediately a penalty of 25% (twenty-five percent) of the turnover per contract year, up to a maximum of € 10,000, without prejudice to PostNL's right to compensation for the actual loss suffered.

Article 24: Transfer of rights and obligations

24.1. PostNL shall be entitled to transfer the rights and obligations under the Agreement to another company belonging to the PostNL NV group.

24.2. PostNL may use subcontractors for the performance of transport orders, which may make use of subcontractors in turn. Such subcontractors shall be selected by the carrier with the greatest care.

ARTICLE 25: Partial nullity

If any provision of the Transport Agreement or any of the applicable terms and conditions proves to be invalid, unlawful or impossible to fulfil, this will not affect any of the other provisions of the Transport Agreement. In this case, the Parties shall agree upon a new provision with the same purpose, with the proviso that the sense and purpose of the Transport Agreement should remain as unchanged as possible.

Article 26: Amendment of the General Terms and Conditions

26.1. PostNL shall have the right to amend and/or supplement these terms and conditions. Unless otherwise provided or agreed, amendments and supplements shall apply to all Transport Agreements concluded on and after the date of implementation of the amendments and/or supplements announced by PostNL.

PostNL shall be entitled to amend and/or supplement the terms and conditions of a Transport Agreement. In such a case, PostNL shall serve relevant notice in writing or by e-mail at least 30 days before the effective date of the amendment and/or supplement.