



## **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](http://www.postnl.be));
- 1.11. **Service Framework:** All the conditions relating to the transport of goods that PostNL has agreed with the Sender;
- 1.12. **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;
- 1.13. **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;
- 1.14. **Transport Agreement:** a transport agreement (electronic or otherwise) concluded by and between PostNL and the Sender under these General Terms and Conditions;
- 1.15. **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;
- 1.16. **Stated Agreed Place:** an agreed place indicated by the Consignee at the address indicated on the Consignment

#### 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).

#### 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.

#### 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

5.1. PostNL and Sender may dissolve the Agreement without judicial intervention if one of the following situations occurs:

- a. The other contracting party is more than 7 days in default in the fulfilment of obligations under this Agreement;
- b. The other contracting party has applied for a moratorium cf. Art. 5.201 NBW;
- c. The other contracting party's bankruptcy has been filed or judicial reorganisation proceedings have been initiated;
- d. The other contracting party has lost the free disposal of its assets.

The Agreement shall be immediately terminated extrajudicially upon written notice from PostNL or the Sender, without being liable for compensation.

5.2. PostNL may dissolve the Agreement with the Sender without judicial intervention if, in the opinion of PostNL:

- a. uses a service in a manner that (in the opinion of a court or regulator) is in breach of laws or regulations;
- b. fraudulently uses a service;
- c. uses a service in a way that may be associated with a criminal offence;
- d. acts in a way that may damage the reputation of PostNL or its partners.

The Agreement shall be immediately terminated extrajudicially upon written notice from PostNL, without PostNL being liable for compensation.

5.3. This entire article shall also apply if the aforementioned circumstances relate to a subsidiary or group company of the Sender.

5.4. Without prejudice to its other rights, PostNL shall, in the situations described in this Article 5, have the right to suspend all its obligations under an agreement(s) concluded with the other Party. In the event of termination or dissolution of the Agreement before the end of the contract year, the agreements on settlement of the discount in Annex B shall continue to apply.

#### 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 the case of an International Consignment, the Consignor may only offer goods for transport that comply with all regulations for transport and delivery, including the possible application of a use tax in the country of destination. In doing so, the Consignor is aware of the (operational) process of transport (e.g. transshipment at depots), within which it has verified whether and, if so, within what conditions transport of these goods is possible. Thus, in order to comply with customs obligations, the Sender shall make the necessary information available to PostNL and, if necessary, attach documents to the Transport Documents. The Sender must ensure that these documents and information are correct and complete. If the Sender wishes to entrust PostNL with the fulfilment of these obligations, it must make specific 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 and Payment conditions

##### 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.

8.2. If an automatic direct debit has been agreed, the Sender must always ensure that there is sufficient balance in the relevant account so that PostNL can debit the amounts due within the specified period.

PostNL will inform Sender in writing or electronically at least days before the automatic direct debit date about the amount to be collected, the collection date, and the invoice number.

Changes to the automatic direct debit, such as changes to the bank account number, must be communicated to PostNL in a timely and written manner.

PostNL is not liable for any damages suffered by Sender due to incorrect automatic direct debit, unless such damages result from intent or gross negligence on the part of PostNL.

If the Transport Agreement between Sender and PostNL concerns a volume of less than 5.000 parcels per year, automatic direct debit is mandatory. In that case, the Sender will irrevocably authorize PostNL to automatically collect the amounts resulting from the services provided by PostNL from the bank account specified by Sender, either through a declaration of consent or by signing a SEPA mandate.

#### Payment conditions

8.3. Sender 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 Sender shall specify very clearly which goods this concerns, provide a correct description of the goods, and provide the qualification of these goods. PostNL is not obliged to check whether the goods presented for storage and/or transportation comply with their description in so far as the contents and/or quality is concerned. PostNL dismisses all payments resulting from damages caused by insufficient or wrong information.

8.4. Sender is responsible for all costs and any damage and/or loss resulting from non-compliance with these obligations. Moreover, the Sender indemnifies PostNL 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.

8.5. PostNL 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.

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

8.7. In the event of non-payment on the due date, PostNL 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 9: Prohibited goods, exemption and liability and indemnification

9.1 PostNL does not accept Hazardous Substances and Prohibited Goods. More information can be found at

<https://www.postnl.nl/zakelijke-oplossingen/post-versturen/post-naar-het-buitenland/verzendvoorwaarden/>

#### Exemption

9.2. PostNL does not transport any dangerous goods. However, under the exemptions listed in chapter 3.4 and 3.5 of the ADR there are possibilities, provided the following Terms and Conditions are complied with. Parcels that fall under the exemptions listed in chapter 3.4 and 3.5 of the ADR are referred to as “ADR shipments” hereinafter.

9.3. Sender is fully responsible for the strict compliance with the provisions of the ADR and these Terms and Conditions. The Sender shall indemnify PostNL against all damage PostNL and its subcontractors may suffer due to the non-compliance by the Sender with the provisions of the ADR and/or these Terms and Conditions.

9.4. ADR shipments shall solely be understood to mean shipments containing dangerous goods for which legal exemptions ADR 3.4 and 3.5 apply which permit the transport thereof at the time of the presentation of the shipment. Other ADR goods may not be presented for transport to

PostNL under any circumstances. ADR shipments may not be sent as letterbox parcels (only as standard ADR Parcel). All supplementary Services are permitted. For the remainder, all existing agreements as specified in the Transport Agreement and the applicable Terms and Conditions remain in full force.

ADR shipments must be presented as follows to PostNL Pakketten:

1. In accordance with ADR, last version chapter 3.4 and 3.5.
2. Only be sent to Dutch and Belgian addresses.
3. Only for customers with a parcels contract with PostNL Pakketten.
4. Prior notification via the prior notification application, with the dangerous goods characteristic selected.
5. Only as parcels, ADR shipments may not be sent as letterbox parcels.
6. All Supplementary Services are permitted.

#### Liability and indemnification

9.5. If Sender offers Dangerous Substances and/or Prohibited Goods for transport to PostNL, except in cases of legal exemptions as specified in Articles 9.2 to 9.4 of these Terms and Conditions, the Sender shall indemnify and hold PostNL harmless from all third-party claims as well as any damages incurred by PostNL in connection with the transport of such Dangerous Substances and/or Prohibited Goods.

9.6 The indemnification referred to in clause 9.5 also applies to PostNL's subcontractors. The Sender agrees that any Dangerous Substances and/or Prohibited Goods offered to PostNL by the Sender will be destroyed by PostNL, and that the associated costs may be charged to the Sender.

9.7 The Sender agrees that any Dangerous Substances and/or Prohibited Goods offered to PostNL by the Sender will be returned to the Sender by a specialized ADR carrier, and that the associated costs will be charged to the Sender.

#### 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;
- 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. The purchase value of the Client's goods is determined as follows: sales value - VAT -40% margin.

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 shall indemnify PostNL for any claim and for damage suffered by PostNL itself that is (in)directly the result of the absence, incompleteness or inaccuracy of the documents and information in breach of Article 6.5, as well as for claims and for damage suffered by PostNL itself as a result of the provision of Prohibited Goods in breach of Article 9. PostNL's subcontractors may also invoke this clause. For example, the Sender declares that if it offers jewelry for transport to PostNL, it shall not exceed the amount of €30,000, whereby the Sender shall

indemnify PostNL for all damage (including fines) that PostNL would suffer in the event of breach of this declaration.

14.6. The Parties agree that the recovery of damages caused by the non-performance of a contractual obligation included in this contract shall be governed exclusively by the rules of contract law within the legal limits, even if the event giving rise to the damages also constitutes a tort.

14.7. The Parties agree that the recovery of damages caused by the non-performance of a contractual obligation by a director (whether appointed under the articles of association or not) or employee within the meaning of the Law of 3 July 1978 on PostNL's employment contracts shall, within the legal limits, only be grounds for a contractual claim against the principal debtor and not grounds for an extra-contractual liability claim against these auxiliary persons, even if the event giving rise to the damages also constitutes a tort.

#### 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" i.c.w. "Signature for receipt" or i.c.w. "receipt code at the door"

- 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". The additional service 'Increased liability' can only be purchased in combination with the additional service Signature for Receipt or in combination with the additional service Receipt Code at the door;
- b. High-value electronic products, i.e. electronic products with a retail value in excess of €250, may only be sent by PostNL if the Sender has purchased 'Increased Liability' in combination with 'receipt code at the door'. If the Sender has not purchased this service, PostNL shall only compensate damage in connection with loss of or damage to Mail Items up to the limit of Article 23 or 25 CMR;
- c. 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;
- d. 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";
- e. 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;
- f. 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'.

#### 15.3 "receipt code at the door"

- a. Shipments may be presented at the Sender's request and, where applicable, against payment of the fee set by PostNL on condition of "receipt code at the door". 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. The Sender should pre-report the consignments using the additional service 'Increased liability' in combination with 'Receipt code at the door', and hereby enter a non-encrypted e-mail address of the Addressee. It is up to the Sender to inform the Addressee of this. PostNL will then send an e-mail to the Addressee with a unique code with which the parcel can be received by the Addressee;
- c. PostNL's drivers use hand terminals in which the unique code can be entered. Sender and PostNL agree to accept the correct entry of this unique code as proof of delivery. Sender shall inform Addressee of this receipt code as well as the requirements to receive the receipt code (including non-encrypted e-mail address);
- d. The Addressee has 3 opportunities to enter the unique receipt code in the hand terminal of the PostNL driver. After 3 attempts or in the event that the Addressee would not have received a unique receipt code, the Shipment will be transferred by the PostNL driver to a PostNL Parcel Point (cf. the provisions of the Service Framework);
- e. 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 "receipt code at the door" shall be provided only once by the Consignee for all the Shipments or Batches received at that time, and said 'receipt code at the door' 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 'receipt code at the door' has been posted;

- f. For Shipments with the additional service 'Increased Liability' in combination with 'receipt code at the door', the Sender and/or the Addressee cannot choose to deliver the shipments to a neighbour or at any other Agreed Place.

## 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 take place at the address stated on the Consignment, or at a Location agreed by the Consignee or at another address indicated by the Consignee. In such cases, PostNL shall be entitled to deliver a Mailing without an Additional Service, a domestic Mailing with a Signature for Receipt or an international Mailing that cannot be delivered to the addressee's (residential) address to one of his nearest neighbours<sup>1</sup>. In such a case, a written notice (digital or otherwise) will be left or sent to the Addressee. On handover to neighbours, the transport and the responsibility of PostNL under the Transport Agreement shall have ended. If delivery to a neighbour is not possible either, or if the Consignment contains an Additional Service, the Addressee shall be notified in writing (either digitally or electronically) of how and within what period he may obtain possession of the Consignment.
- 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

Delivery may take place by:

- a. depositing in the letterbox or letter slot at the address indicated on the Consignment, or;
- b. presentation for delivery in the addressee's mailbox;
- c. delivery to the Consignee, an adult housemate<sup>2</sup> of the Consignee or the Consignee's authorised representative, or to an employee of the organisation identified on the Consignment as the Consignee. This applies to most Ancillary Services.
- d. delivery to neighbours.
- e. Leaving the Consignment at an Agreed Location.

Upon delivery as referred to in Article 16.2.a to e., the transport and responsibility of PostNL under the Transport Agreement shall have ended.

### 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.

<sup>1</sup> The Sender may request that such Consignment be delivered exclusively to the home of the Addressee. In that case an attempt to order from neighbours is omitted. The Sender must state this request clearly on the address side of the Mailing. PostNL will provide a free sticker for this purpose at post offices.

<sup>2</sup> Roommates do not include (co-)boarders or hotel guests, service staff, landladies, hosts or hotel keepers

#### 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.
- d. 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.
- e. 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: Notice of damage

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

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

18.2. 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,

18.3. 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 19: 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](http://www.omps.be), fax: 02 221 02 44).

#### Article 20: Applicable law and competent court

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

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

#### Article 21: Privacy Protection

21.1. 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.

21.2. 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.

21.3. 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 22: 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 23: Transfer of rights and obligations

23.1. PostNL shall be entitled to transfer the rights and obligations arising from the Agreement or a Transport Agreement to other affiliated Belgian companies of PostNL as referred to in Article 1.22 and Article 1.23 of the WVV.

23.2. 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 24: 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 25: Amendment of the General Terms and Conditions

25.1. 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.

25.2. 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.