

GENERAL POSTNL CARGO BELGIË BVBA GOODS TRANSPORT TERMS AND CONDITIONS

Article 1: DEFINITIONS:

The following terms are used in these general terms and conditions:

- 1.1. **PostNL Cargo België:** PostNL Cargo België BVBA with its registered office in Turnhout;
- 1.2. **Sender:** the customer/contract party of PostNL Cargo België;
- 1.3. **Addressed Party:** the party to whom PostNL Cargo België must deliver the Shipment by virtue of the Transport Agreement;
- 1.4. **Transport Unit:** packaged goods offered to PostNL Cargo België for transport (such as a parcel, a roller container, pallet or packaged goods) that are intended for the Addressed Party and have been provided with an Address Label for this purpose for a destination address in countries available within the selected service level;
- 1.5. **Shipment:** a quantity of transport units offered to PostNL Cargo België for transport that are intended for the same Addressed Party provided with an Address Label with the numbering of the quantity of transport units within the shipment;
- 1.6. **Batch:** a quantity of Shipments that are offered simultaneously for transport at the expense of one and the same Sender under terms and conditions to be further agreed with the Sender with regard to, for example, the payment due and payable, the minimum quantity to be offered, the time when offered and the Offering Point;
- 1.7. **Address Label:** a label stuck on to the Transport Units that must include at least the following information: The name, address, city, postcode and country of destination as well as a barcode in accordance with the most recent specifications of PostNL Cargo België;
- 1.8. **Transport Agreement:** an agreement to provide transport services concluded between PostNL Cargo België and the Sender under the applicability of these General Terms and Conditions (that may have been concluded electronically or not).
- 1.9. **Transport Document:** the data carrier present on the Shipment (or a combination of data carriers) from which the specifications with regard to the transport can be derived such as the sender's address, weight, date, destination and barcode number as well as the covering consignment note with regard to the delivery of the Shipments at the Offering Point;
- 1.10. **Offering Point:** the sites or facilities for offering for transport of Shipments accepted by PostNL Cargo België.
- 1.11. **Service Level:** all the service terms and conditions with regard to the transport of goods that PostNL Cargo België offers through these General Terms and Conditions;

Article 2: APPLICABLE REGULATIONS

The following apply to all activities and agreements:

- National and international transport by road: Convention on the Contract for the International Carriage of Goods by Road in the version endorsed by Belgium (CMR)
- The General Payment Terms and Conditions for services of PostNL Cargo België BVBA on account;

Article 3: CONTRADICTORY PROVISIONS

If there are contradictions between the provisions of the CMR, non-imperative legal provisions in the law or in the conventions referred to in Article 2 with the provisions below, the agreement between the parties will prevail if applicable followed by the provisions below and the provisions of the General Payment Terms and Conditions for PostNL Cargo België BVBA services on account.

Article 4: DURATION AND CANCELLATION

The agreement will start as from the first transport for a duration of 1 year unless agreed otherwise. After this period ends, the agreement will be extended tacitly for the same period unless one of the parties cancels the agreement through a registered letter provided that the notice period of three months before the end of each period is observed.

Article 5: OFFER TERMS AND CONDITIONS

5.1 PostNL Cargo België uses its own Transport Documents as consignment notes. All Shipments must have a Transport Document that has been fully and correctly completed. Specifying the sender's details is a mandatory part of the Transport Document. The Sender must guarantee a careful packaging aligned with the nature and contents of the Shipment and provided with the address of the Addressed Party and the address of the Sender.

5.2 Shipments must be offered at an Offering Point earmarked for this purpose.

5.3. PostNL Cargo België may set additional offer terms and conditions for offering a Batch in relation to, for example, the rate, the minimum quantity to be offered, the time of offering and the Offering Point.

5.4. The Sender may give 'prior electronic notice' about the Shipments based on a contract for this purpose between the Sender and PostNL Cargo België. Such a contract arranges, for example, in which way the Shipments must be offered for carriage and in which way the Sender can obtain information regarding the Shipments accepted for carriage.

5.5. All shipments that are registered online through the web application are also given 'prior electronic notice'. The Transport Document is created online and printed by the Sender. This can only be used once.

Article 6: BANNED GOODS

The following goods are banned from being sent by post or as a parcel unless agreed otherwise:

- Explosive substances and objects
- Compressed, liquified or pressurised dissolved gases
- Flammable liquids
- Flammable solids
- Substances that can self-combust
- Substances that develop flammable gases when in contact with water
- Substances that boost combustion
- Organic peroxides
- Toxic substances
- Infectious substances
- Corrosive and aggressive substances
- Radioactive materials
- Other substances that may be harmful to people or the environment
- Live animals
- Goods that breach copyrights or other intellectual property rights
- (Fake) weapons and ammunition
- Illegal drugs
- Tobacco for carriage abroad

Article 7: FEE

The fee due and payable by virtue of the Transport Agreement follows from the rates that apply to the Service Level agreed when accepting the item or items for carriage and from the data registered by PostNL Cargo België with regard to, for example, the quantity, weight, dimensions and destination of the Shipment.

Article 8: PAYMENT

The payment of the fee due and payable and the following invoicing takes place by bank transfer to the account of PostNL Cargo België 30 days after the invoice date unless agreed otherwise.

In accordance with the General Payment Terms and Conditions of PostNL Cargo België BVBA services on account, a default interest will be due and payable of 12% without any reminder or notice of default being required if payment is late and does not take place on the expiry date where a minimum of €50 and an increase clause constituting a fixed claim of 15% on the outstanding balance with a minimum of €75 and a maximum of €10,000 will apply.

Article 9: REFUSAL, DEFERMENT OR STOPPING THE TRANSPORT

9.1. PostNL Cargo België may refuse, defer or stop the transport of a Shipment while providing reasons if asked if:

- a) The Sender does not comply with the conditions that PostNL Cargo België has set for the acceptance to transport the Shipment (with regard to for example: payment, place of offering, issue or specification of data, use of a Transport Document, use of a barcode, packaging, contents, destination, weight or dimensions);
- b) The transport of the Shipment can represent a danger to people or items; this applies, in any case, to goods regarding which the national or international legislation and regulations related to the carriage of hazardous substances apply and this has not been indicated correctly by the Sender;
- c) The transport is prohibited by law or a regulation of the authorities or PostNL Cargo België has indications that the transport can be contrary to the law or a regulation of the authorities;
- d) The Sender is in default with regard to payment obligations by virtue of another agreement with PostNL Cargo België;
- e) PostNL Cargo België has another well-founded reason for refusal, deferral or stopping the transport;
- f) If an online Transport Document is used several times for several shipments.

9.2. In case of the transport of a Shipment being refused or stopped, PostNL Cargo België will ensure the Sender is in possession of the Shipment, insofar as this is possible, as well as the possible documents submitted in relation to this with which the Transport Agreement is being terminated. PostNL Cargo België can claim payment of the fee due and payable for the transport without impairment to the right of PostNL Cargo België for being compensated for (additionally) incurred costs.

Article 10: AMENDMENT OF THE TRANSPORT AGREEMENT

After acceptance for transport, the Service Level and/or the delivery address can no longer be changed.

Article 11: COMPLIANCE WITH THE TRANSPORT AGREEMENT BY POSTNL CARGO BELGIË

PostNL Cargo België has the right to have the Transport Agreement executed in full or in part by third parties without impairment to the rights and obligations of PostNL Cargo België arising from the Transport Agreement.

Article 12: DELIVERY PERIODS

12.1. The Sender or the Addressee Party can only appeal on a delivery period for a Shipment specified or indicated by PostNL Cargo België when this period has been expressly agreed with regard to this Shipment.

12.2. The aimed at delivery period with regard to the transport of outgoing Shipments will depend on the country or region of destination and the Service Level selected by the Sender.

Article 13: LIABILITY

13.1. PostNL Cargo België will only be liable in accordance with the provisions of the CMR in either the case of loss or damage.

13.2. PostNL Cargo België will present as proof a copy of the delivery document that shows the place of delivery in accordance with the product and Service Level agreements that were established in advance with the customer contractually in relation to a default notice for loss or damage. Except when the contrary is proven, PostNL Cargo België rejects all liability for loss or damage.

13.3. PostNL Cargo België will make every reasonable effort to deliver the Shipment in accordance with the normal delivery schedules, but these schedules are not binding and are not part of the agreement. PostNL Cargo België cannot be held liable for losses or damage that are due to delays.

Article 14: ADDITIONAL SERVICES

The Service Level can be extended with one or more of the 'additional services' listed in this Article for a payment of the fee set for this and while fully applying the provisions set in or in relation to these terms and conditions:

14.1. 'Increased liability'

- a) Shipments can be sent with 'increased liability' at the request of the Sender and for the payment of the fee set by PostNL Cargo België.
- b) The 'increased liability' must be specified on the Transport Document in the manner prescribed by PostNL Cargo België. The relevant specification can be regarded as a clause expressly concluded between the parties to increase the liability of PostNL Cargo België as referred to in Article 26 of the CMR.
- c) In case of damage that can be attributed to PostNL Cargo België as a result of loss or damage of a Shipment with 'increased liability', the Sender or the Addressee Party can claim compensation as specified in the Transport Agreement.
- d) Compensation will take place under the condition of presenting the shipment proof and the (purchasing or trade) invoice.

14.2. 'Cash on delivery'

- a) Shipments can be offered under the stipulation of 'cash on delivery' at the request of the Sender and for the payment of the fee set by PostNL Cargo België.
- b) PostNL Cargo België will only be liable with regard to the loss, damage or delay of a shipment under the stipulation of 'cash on delivery' for the damage that arises from this in accordance with Article 13.
- c) PostNL Cargo België has the right to settle any cash on delivery amounts still to be received with claims that are due and payable of the Sender.
- d) PostNL Cargo België can never be held liable for incorrectly filled in cheques, loss of cheques, cash cheques, forged cheques, bad cheques or any other losses that arise from the payment using a cheque except in the case of gross negligence by PostNL Cargo België and insofar as you have no more recovery possibilities with regard to the Addressee Party.

14.3. 'ADR'

Shipments that fall under the ADR classification (classes 3, 4.1, 4.2, 4.3, 5.1, 5.2, 6.1, 6.2, 8 and 9) can be offered within a number of specific Service Levels at the request of the Sender and upon payment of the fee set by PostNL Cargo België. The Sender is and remains responsible for submitting the required legal documents and data to PostNL Cargo België. The following are not permitted: classes 1, 2 (with the exception of 1950 if packaging max. 1 l) and 7.

14.4. 'Signature for receipt'

A 'signature for receipt' is a standard part of all Service Levels with regard to all Shipments.

Article 15: DELIVERY METHOD

15.1. General

- a) Unless agreed otherwise, delivery will take place on all days of the week with the exception of Saturdays, Sundays and generally recognised public holidays.
- b) Delivery will take place at the address specified on the Shipment, but will not necessarily be personally delivered to the recipient mentioned by name. If issue is not possible, a written notification will be left in the letterbox of the Addressee Party that specifies in which way and within which period the Shipment will again be offered or how the Addressee Party can obtain the Shipment.
- c) The delivery terms and conditions included in Articles 15.1.a) and 15.2.b) apply to all Shipments.

15.2. Delivery location: Delivery can only take place by issue to the Addressee Party or to an employee of the organisation that is specified on the Shipment as the Addressee Party. Shipments cannot be delivered to PO Box addresses or postcodes.

15.3. Procedure with regard to Shipments that cannot be delivered

- a) If the Shipment cannot be delivered for whatever reason to the Addressee Party (including the Addressee Party refusing the delivery), the Shipment will be returned to the Sender. The goods will continue to be the property of the Sender at all times.
- b) Shipments that cannot be returned to the Sender for whatever reason will be kept available to the Sender by PostNL Cargo België for another 30 days unless PostNL Cargo België knows or deems it likely that the (contents of the) Shipment is of no value or storing it can be inconvenient for PostNL Cargo België in relation to the contents of the Shipment in which case PostNL Cargo België will be able to dispose of the Shipment as it deems fit. Shipments that

are deemed to be of value will be forfeited to PostNL Cargo België after the period referred to above of 30 days. If PostNL Cargo België decides not to return a Shipment, it will make every effort to inform the Sender about the way in which the Shipment will be dealt with.

- c) If the Sender refuses to accept the return of the Shipments, PostNL Cargo België will assume that the content of the Shipment has no value any more for the Sender and PostNL Cargo België will be immediately free to deal with the Shipment how it deems fit.
- d) If it emerges that it is not possible to deliver a Shipment in accordance with the applicable Service Levels in relation to delivery, PostNL Cargo België will have the right to charge the costs linked to the return, storage and/or destruction to the Sender.

Article 16: NOTIFICATION OF DAMAGE

PostNL Cargo België will assume that the shipment has been processed in accordance with the selected Service Level:

16.1. If the recipient does not make a note of any comments or damage when accepting the shipment.

16.2. If a written notification is not submitted that the shipment is damaged with regard to hidden damage within 7 days after the delivery day.

16.3. If a defect or delay is not reported within 7 days after the shipment should have been delivered and/or if the Transport Agreement has not been executed as it should in some other way.

Article 17: APPLICABLE LAW AND DISPUTE RESOLUTION

17.1. All Transport Agreements are governed by Belgian law.

17.2. The district courts of the Antwerp district are the only competent courts to take cognisance of all disputes between the parties.

Article 18: PROTECTION OF PRIVACY

PostNL Cargo België uses the data established within the framework of the agreement for the execution of the agreement and to provide good services. The data of the involved party is used and processed in accordance with the General Data Protection Regulation (EU 2016/679).

Article 19: AMENDMENT OF THE TERMS AND CONDITIONS

PostNL Cargo België has the right to amend and/or supplement these terms and conditions. Unless determined or agreed otherwise, amendments and supplements will apply until further notice to all Transport Agreements that are formed on and after the date of implementation of the amendments and/or supplements announced by PostNL Cargo België.