

General Conditions

for the Conveyance of
Letterbox packets 2016



Contents

1. Definitions and scope	3
2. Formation of the Agreement	4
3. Refusal, calculation of surcharges and suspension of Conveyance	5
4. Performance of the Agreement	6
5. Rates	7
6. Payment	8
7. Protection of personal data	9
8. Liability of PostNL	10
9. Customer's liability	11
10. Applicable law and the competent court	12
11. Lapse of time	13
12. Shape, packaging, addressing, size, weight, contents and other handover conditions	14
13. Franking	15
14. Delivery	16
15. Amendments and additions	18
16. Special provisions	19
17. Inspection	20

Article 1

Definitions and scope

1.1 Definitions

In these General Conditions the following definitions apply:

Address:

an address assigned by the local authority, consisting of a street name, house number (with a house number suffix where applicable). In all cases the postcode and town/city of the addressee must be stated.

Addressee:

the legal entity or natural person who, according to the address on the Letterboxpacket Item, is the intended recipient of the Letterbox packet Item;

Agreement:

any agreement for the provision of Conveyance services between PostNL and the Customer;

Consignment:

a number of Letterbox packets with the same domestic Sender Address, which is tendered together and simultaneously for Conveyance by PostNL at the same location and sent with the same product, at the same delivery time, and which is accepted for Conveyance by PostNL at a rate other than the Single-Item rate.

Conveyance:

the combination of actions undertaken by PostNL for a fee that result in the delivery of Mail Items, as defined in the Postal Act 2009;

Customer:

the legal entity or the natural person who has concluded an Agreement with PostNL;

Delivery:

delivery of a Letterboxpacket Item to the Address stated on it;

General Conditions:

General Conditions for the Conveyance of Letterbox packets;

Handover Location:

a site or facility designated by or on behalf of PostNL for the handing over of Mail Items for Conveyance;

Letterbox:

a letterbox at the home address or PO Box at the PO Box address for the Delivery of Letterbox packets;

Letterbox packet:

a Mail item which contains a good and that is handed over on a contractual basis as described in article 12 of these General Conditions and that meet the additional requirements as stated in article 12;

PostNL:

Koninklijke PostNL B.V.;

Return (shipment):

A Undeliverable mail item that is returned to the sender.

Sender:

final customer of the distribution services. The sender decides to send the message and determines the demand for postal items;

Sender address:

the full address of the Sender,

Single-item rate:

the single-item rate within the meaning of Article 1(c) of the Postal Decree 2009;

Undeliverable Letterbox packet:

a Letterbox packet that cannot be delivered to the Address stated on the Letterbox packet or is refused immediately by the Addressee or that is not collected by the addressee at a Handover Location by the date specified;

1.2 Scope

These General Conditions apply to Letterbox packets handed over to PostNL for Conveyance.

Article 2

Formation of the Agreement

- 2.1** An Agreement will be formed upon acceptance by PostNL of Letterbox packets which may or may not be handed over as a Consignment in accordance with the applicable conditions and instructions, at a Handover Location for Conveyance.
- 2.2** Bulk Mail Consignments may be tendered from Monday to Sunday during the opening hours of the Handover Location applicable to Letterbox packets, unless agreed otherwise in writing and except on days generally recognised in the Netherlands as public holidays.
- 2.3** PostNL reserves the right to require that an Agreement be recorded in writing. Any agreement contrary to any provision contained in these General Conditions must be recorded in writing.

Article 3

Refusal, calculation of surcharges and suspension of Conveyance

- 3.1** PostNL may refuse Conveyance, suspend the performance of an Agreement formed or charge a reasonable surcharge if it becomes apparent that:
- a. the Letterbox packets do not comply with the requirements for franking, weight, size, contents, (sender) address format and/or packaging, as stipulated by PostNL in these General Conditions or otherwise;
 - b. the provision of the service would give rise to a conflict with the law;
 - c. the Conveyance of the Letterbox packet would cause a danger to persons and/or property;
 - d. the information provided by the Customer pursuant to these General Conditions is incomplete or incorrect;
 - e. there are other valid reasons.
- 3.2** In the event of suspension, the Letterbox packet and any documentation provided will, where possible, be returned to the Customer or made available for collection by the Customer, thus terminating the Agreement. Any amounts due for the Conveyance will remain payable.
- 3.3** PostNL is entitled to charge a surcharge on tendering a consignment or a single/multiple Letterbox packet(s) after office hours at the Handover Location, namely the PostNL Business Counters at the sorting centres. PostNL will make every effort to process Bulk Mail tendered after office hours with due observance of the preferred service level, subject to available capacity.
- 3.4** In addition, surcharges may be imposed if:
- (one or several of the) Letterbox packets do not comply with the required shape of Article 12.1 up to and including 12.5;
 - the conditions of a Consignment are not complied with;
 - the required identification and/or packaging conditions are not observed;
 - mail is being tendered outside regular office hours;
 - Mail Items are returned, see also article 14

Article 4

Performance of the Agreement

- 4.1** The Agreement between the Customer and PostNL does not entitle the Addressee to Delivery.* The Addressee cannot invoke these General Conditions.
- 4.2** Without prejudice to the provisions of Article 15.3, PostNL will make every effort to deliver Letterbox packets undamaged to the Address stated on the Mail Item in accordance with the agreed service levels. PostNL provides no guarantee however.
- 4.3** Without prejudice to its rights and the obligations of PostNL under the Agreement, PostNL is entitled to contract third parties to perform part or all of the Agreement.
- 4.4** A Letterbox packet that has been refused by the Addressee will be returned to the Customer provided that the Letterbox packet is refused upon Delivery. The refusal must take place straight away at or immediately after the Delivery without closed or sealed items being affected or the contents having been examined. Any amounts due for the initial Conveyance will remain payable. PostNL reserves the right to demand a reasonable payment from the Customer for the return of the Mail Item.
- 4.5** Without prejudice to the provisions of Article 8 of these General Conditions, the Agreement may not be dissolved by a Customer who is a not a natural person acting for purposes which are outside his or her trade, business or profession.

**This does not affect the right to assign any claims against PostNL, as provided for in the relevant statutory provisions.*

Article 5

Rates

- 5.1** The rates and other conditions for Letterbox packets are stated in the latest version of the PostNL Rates brochure. The Rates brochure can be found on the postnl.nl/tarieven website.
- 5.2** The rate payable for Conveyance will initially be determined by annual volume.
- 5.3** The Customer must provide such information as required by these General Conditions or the latest version of the PostNL Rates brochure to determine the applicable rate. PostNL will determine the amount due, where necessary by counting, weighing, measuring or inspecting the Letterbox packets. PostNL reserves the right to verify the accuracy of information provided by the Customer. The Customer shall allow any such verification and may be asked to allow inspection of the contents of the Letterbox packets. PostNL may perform random checks on the contents where necessary.
- 5.4** All amounts payable will be subject to the taxes and other charges that PostNL is obliged to impose.

Article 6

Payment

- 6.1** Payment of sums due is to be made upon the formation of the Agreement, except where agreed otherwise in writing, in which case the latest version of the PostNL Conditions of Payment for Services Provided on Account will apply.

Article 7

Protection of personal data

- 7.1** PostNL and contracted third parties uses data recorded within the scope of the Agreement for the purposes of carrying out the Agreement. The data is processed in strict accordance with the law and is registered with the Dutch Data Protection Authority [College Bescherming Persoonsgegevens - www.cbpreweb.nl] under the designation "Postaal vervoer" [postal conveyance].
- 7.2** Except in the cases referred to in Articles 7.1 PostNL will not disclose to third parties any personal data or, in general, any information on Letterbox packets of a personal nature to which it has access in the course of its business, unless agreed otherwise with the person concerned or unless required to do so by law.
- 7.3** The contents of Letterbox packets handed over unsealed will only be examined insofar as it is necessary to determine the rate payable for Conveyance or, if the Letterbox packet is undeliverable, to ascertain the Sender Address or the address of the Addressee.
- 7.4** Undeliverable sealed Letterbox packets will only be opened for examination, where necessary in order to ascertain the Sender Address or the address of the Addressee, pursuant to an order of the Sub-district Section of the District Court of The Hague. In such cases PostNL must respect the inviolability of the mail as laid down in the Constitution.

Article 8

Liability of PostNL

- 8.1** The liability of PostNL for an imputable failure on its part to meet any of its obligations to the Customer under the Agreement will be limited in accordance with this Article.
- 8.2** A Letterbox packet will be deemed to be of no value, except where the Customer demonstrates otherwise. Should the Customer demonstrate that a Letterbox packet, as referred to in the previous sentence, does have a value, the liability of PostNL as referred to in Article 8.1 for a Letterbox packet will be limited to the value of the Mail Item pursuant to the provisions of Article 8:1103 of the Dutch Civil Code, subject to the proviso that such liability will never exceed the amount provided for in Article 8:1105 of the Dutch Civil Code*, except where agreed otherwise in writing.
- 8.3** A letterbox packet is deemed delivered after PostNL performed the last scan. PostNL is not to be held liable for alleged loss of the Letterbox packet unless the Customer/Addressee can prove the contrary. In the event the contrary has been proven PostNL has no further liability than specified in article 8.2.
- 8.4**
- 1.** PostNL will not be liable for damage caused as a result of circumstances that a judicious carrier could not have been expected to avoid, to the extent that a postal carrier could not have been expected to prevent the consequences of the aforementioned circumstances.
 - 2.** Notwithstanding the provisions of Article 9.5, the Customer will not be entitled to compensation if the damage occurs as a result of:
 - a.** the nature of or a defect in the contents of the Letterbox packet;
 - b.** inadequate packing;
 - c.** any cause attributable to the Customer;
 - d.** as a result of war or armed conflict;
 - e.** arrest or seizure on the orders of a competent authority;
 - f.** incorrect or incomplete Address;
 - g.** circumstances of force majeure, including, but not limited to: strikes and floods.
- 8.5** To qualify for compensation, a claim must be submitted to PostNL at the earliest possible opportunity or within a reasonable period after the damage is discovered.
- 8.6** PostNL may not seek to exclude or limit its liability pursuant to the preceding paragraphs of this article where damage occurs as a result of its own acts or omissions, whether PostNL intended to cause the damage or whether it acted recklessly, knowing

**This amount is € 3.40 per kilogram.*

Article 9

Customer's liability

- 9.1** The Customer will be liable to PostNL for damage that the Customer's Mail Item causes – due to reasons imputable to the Customer – to persons in the service of PostNL and/or third parties contracted by PostNL, to company equipment of PostNL and/or of third parties contracted by PostNL or to other Mail Items. In the latter case, liability will be limited to the amount of compensation that PostNL is liable to pay to third parties.

Article 10

Applicable law and the competent court

10.1 All Agreements will be governed by Dutch law.

10.2 Disputes involving financial sums that exceed the maximum monetary amounts for the jurisdiction of the Sub-district Section of the District Court will be heard in the first instance by the competent court in The Hague.

Article 11

Lapse of time

11.1 All claims arising from an Agreement will lapse one year from the day after the day on which the Consignment was handed over.

11.2 A written demand for performance or a written claim for compensation will preclude any lapse of time.

Article 12

Shape, packaging, addressing, size, weight, contents and other handover conditions

12.1 Handover conditions

- a. On the basis of an Agreement the Customer is obliged to 'electronically pre-alert' the Letterbox packet. The Agreement regulates the manner in which the Letterbox packet must be handed over for Conveyance and in which manner the Sender can receive information regarding the handed over Letterbox packets.
- b. The letterbox packet must bear a Label as described in the Contract between the Customer and PostNL

12.2 Packaging

The packaging of the Letterbox packet must in any event meet the following requirements:

- a. the seal or closure of the Letterbox packet must be appropriate for the contents of the Letterbox packet.
- b. The packaging for the Letterbox packet must be of sufficient quality, safe and sturdy and must be appropriate to the weight and the extent of fragility of the contents.
- c. The packaging should be of a nature such that it does not cause the loss of or damage to the contents, damage to other Letterbox packets or other items, or injury to employees of PostNL (and/or third parties).

12.3 Dimensions, weight

1. Minimum dimensions: Letterbox packets may not be smaller than 14 cm long and 9 cm wide.
2. Maximum dimensions: The maximum size for a Letterbox packet is 38 x 26.5 x 3.2cm.
3. Maximum weight: The maximum weight of a Letterbox packet is 2 kg.

12.4 Content

1. a Good
2. Prohibited contents: Live animals may not be sent by post. In addition, all substances referred to in the Carriage of Dangerous Substances Act* [Wet Vervoer Gevaarlijke Stoffen] are also excluded from Postal Conveyance.
2. PostNL does not provide special handling for fragile goods (e.g. consumer electronics, glass and ceramics, etc.).
3. Mail items containing cash, bank notes, negotiable instruments of any nature, (traveller) cheques, precious metals, precious stones or other valuables can not be sent as a Letterbox packet

12.5 If a Customer acts contrary to the provisions in this article PostNL can:

- a. Re-rate the Consignment (or the Letterbox packet) in accordance with a Product to which the Consignment (or the Letterbox packet) in terms of handover conditions meet the requirements.
- b. Charge a surcharge for every Letterbox packet in the Consignment.
- c. Encounter the Consignment (or the Letterbox packet).

Article 13

Franking

13.1 General

PostNL will determine in which cases, in what way and at what time markings can be used to show that sums payable for Conveyance have been paid. The Customer must observe this and cooperate with its performance. Letterbox packets whether or not part of a Consignment are franked with the standard “PostNL Postage Paid” indicia as indicated on the label.

13.2 Other provisions

1. PostNL reserves the right to place markings on any Letterbox packets handed over for Conveyance if required for sorting and/or Delivery purposes.
2. PostNL will not convey any Letterbox packets bearing franking marks or labels on the address side other than those issued or supplied by PostNL
3. Similarly, PostNL will not convey Letterbox packets bearing franking marks issued by PostNL on the address side that have been treated or processed in such a way that they cannot be cancelled in the normal way.
4. Notwithstanding paragraph 2 of this Article, when franking Letterbox packets using a franking machine, franking marks will be deemed valid if produced by a franking machine for which there is a written franking agreement between the user and PostNL and only if the user has complied with the terms agreed for the franking machine.
5. PostNL will not convey any Letterbox packets bearing stamps, stamping marks or other marks, or imitations of marks which, because of their similarity, may be confused with stamps or marks issued or used by PostNL.

Article 14

Delivery

14.1 General

1. Except where otherwise agreed in writing, Letterbox packets will be delivered to Addressees from Tuesday to Saturday, except on generally recognised public holidays, unless this cannot reasonably be expected of PostNL. PostNL is entitled to use, without prior consent of the Customer to make use of a third party for the delivery of the Letterbox packet.
2. Letterbox packets will generally be delivered by being deposited through the Letterbox, which is also deemed to include the letter slot, at the Address specified on the Letterbox packet.

14.2 Rules for Delivery in special cases

1. PostNL will only deliver Letterbox packets where Letterboxes for the delivery of Letterbox packets to their respective Addressees comply with the rules governing place, size, etc. laid down in laws and regulations. If there is no Letterbox at the specified Address, or if this does not meet the requirements set for this, Letterbox packets intended to be delivered to that Letterbox will be deemed to be undeliverable after PostNL has instructed the Addressee to install a Letterbox which satisfies the requirements and if the Addressee has not done so within a period of one month (three months in new cases). PostNL may immediately treat Letterbox packets deliverable through a Letterbox as undeliverable if the Addressee causes their Letterbox to be removed or takes measures or causes measures to be taken that result in the Letterbox no longer satisfying the requirements or not being accessible to PostNL.
2. Letterbox packets intended for Addressees staying in recreational areas such as holiday villages, allotment gardens, campsites, marinas etc. (i.e. places not intended for permanent occupation) will not be delivered “to the door” but will be deposited in the boxes of a letterbox unit or in a similar facility or handed over to the manager of the complex.
3. Letterbox packets intended for Addressees in nursing homes, retirement homes, barracks, army camps and other premises and complexes where a number of Addressees are staying will be delivered to the communal letterbox or handed to a person designated for the purpose by the parties concerned.

4. Letterbox packets intended for bankrupts or for natural persons whose assets are controlled by an administrator under the Insolvency Act (Faillissementswet) will be delivered in accordance with the rules laid down for that purpose. in the Insolvency Act. Unclearly addressed Letterbox packets that PostNL may reasonably assume are intended for a bankrupt or for a natural person whose assets are controlled by an administrator under the Insolvency Act will be treated as such.
5. Letterbox packets addressed to a deceased person will be delivered to the Address stated on the Letterbox packet in question, unless the heirs or executor or executrix of the estate have requested, by means of registering for the forwarding service for mail addressed to deceased persons [‘Nabestaandenservice’], that such mail be delivered to an alternative Address.
6. Letterbox packets addressed to a natural person or a legal entity that has concluded a contract with PostNL for the change-of-address service, holding service or forwarding service will be delivered to the specified Address for the period agreed with the Addressee.

14.3 Rules in the event of non-delivery

In the event that a Letterbox packet cannot be delivered to the Addressee, but it is not an undeliverable Letterbox packet, PostNL will first attempt to handover at the neighbors. In that event the Addressee will get a written notice and there ends the conveyance and responsibility of PostNL. When delivery at one of the neighbors is also not possible, then a written notice is left in the letterbox of the Addressee which indicates the way and term the Addressee can expect to receive the Letterbox packet.

14.4 Undeliverable Letterbox packets

- 1.** If a Letterbox packet is undeliverable, it will as a rule be returned to the Customer with a note stating why it is undeliverable. PostNL reserves the right to demand a reasonable payment from the Customer for the return of the Mail Item. The Letterbox packet will be returned immediately if it is refused by the Addressee, if the address is incorrect or incomplete, if conditions are such that Delivery in the Letterbox of the Addressee is impossible or if there is no Letterbox that satisfies the requirements.
- 2.** Undeliverable Letterbox packets that cannot be returned to the Customer (including when refused by the Customer) will be destroyed, with the exception of Letterbox packets deemed to be of value to the Customer or Addressee. In that case the Letterbox packets will be retained for one year, after which time they will pass to PostNL. Any, valuables, etc. found in such Mail Items will be retained for a further twenty-four months, after which time they will pass to PostNL. Undeliverable Letterbox packets containing perishable goods (such as fresh food items) will be destroyed immediately.

** Boarding house or hotel guests, members of staff, landlords, landladies and hoteliers are not deemed to be members of the same household.*

Article 15

Amendments and additions

15.1 PostNL reserves the right to amend or make additions to these General Conditions at any time.

Article 16

Special provisions

- 16.1** In addition to these General Conditions, Conveyance performed by PostNL under an Agreement, as referred to in these General Conditions, will be governed by the provisions of Book 8 BW of the Dutch Civil Code, except where these General Conditions or other agreements made with the Customer provide otherwise.
- 16.2** PostNL is entitled to transfer its rights and obligations arising from a Contract or Agreement to an affiliated third legal entity.
- 16.3** Agreements to which the present General Conditions apply will remain in force if the legal form of PostNL changes.

Article 17

Inspection

17.1 These General Conditions are effective from 1 January 2016 onwards. The General Conditions are available for inspection at all Handover Locations and can be viewed on postnl.nl. Copies can be obtained free of charge from PostNL Business Service (tel. 088 868 68 68).

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Want to know more? Call **+31 088 868 68 68** or go to **postnl.nl**.

