

General Terms and Conditions

Door-to-door 2017




postnl

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Article 1

Definitions and scope

1.1 Definitions

In these General Terms and Conditions, the following definitions are understood:

a. Delivery point:

An address assigned by the municipal authority, consisting of a street name and house number (with any applicable suffix to the house number), where there is no indication that Door-to-Door shipments are not welcome, and other delivery points accepted by PostNL (in writing).

b. General Terms and Conditions:

These General Terms and Conditions for Door-to-Door shipments.

c. Brochure:

The brochure 'Door-to-door printing and delivery specifications' (latest version) which can be consulted at www.postnl.nl/huisaanhuis.

d. Homogeneous

Door-to-Door shipments that are completely uniform in terms of appearance, contents and weight.

e. Door-to-Door shipment:

Single leaflet, single specimen* or single item*, which does not bear a destination address and which does not carry any franking or indication of franking.

* Together with a covering letter, if necessary.

f. Instruction:

The instruction from the Client to PostNL to perform the Agreement. An Instruction is also referred to as an 'Order'.

g. Client:

The natural person or legal entity who enters into an Agreement with PostNL for the distribution of Door-to-Door shipments.

h. Agreement:

The Instruction from the Client for the distribution of Door-to-Door shipments, which is accepted in writing by PostNL in the form of an order confirmation.

i. Government:

An organ of the state, a province, a municipality or another public body, including the services, institutions and companies for which it is responsible, as well as an organ of an institution designated by order in council that is charged with performing government tasks.

j. Government information:

Physical printed material originating from the Government, which contains information that is directly related to the performance of Government tasks.

k. Government task:

A task governed by public law.

l. Government distribution:

The distribution of Government information to all Delivery Points within an area to be agreed in more detail between PostNL and the Client.

m. Batch (Door-to-Door shipments):

A number of Homogeneous Door-to-Door shipments that are made available jointly to PostNL for conveyance. A Batch is also referred to as an 'Issue'.

n. PostNL:

Koninklijke PostNL B.V., with its registered office at Prinses Beatrixlaan 23 in The Hague

o. Door-to-Door area distribution:

A selection (a part) of postcodes (at delivery area level), defined using geographic and/or sociodemographic characteristics, where the Client wants to distribute a Batch (or Batches) of Door-to-Door shipments.

p. Distribution:

The distribution of Door-to-Door shipments to all Delivery Points within an area to be agreed with the Client in more detail, excluding the Delivery Points that indicate that Door-to-Door shipments are not welcome.

q. Distribution plan:

The selection(s) of postcodes where the Client wants to distribute a Batch (or Batches) of Door-to-Door shipments.

1.2 Scope of application

These General Terms and Conditions apply to all Agreements that are entered into between the Client and PostNL for the Distribution of Door-to-Door shipments.

Article 2

Formation of the Agreement

- 2.1** All offers from PostNL are non-binding.
- 2.2** The Agreement is formed when PostNL has confirmed the Instruction provided by the Client in writing as 'accepted' with an order confirmation.
- 2.3** PostNL will notify the Client at the latest 8 working days before the week of Distribution whether it accepts the Instruction. PostNL is only able to indicate within the aforementioned term whether or not it will accept the Instruction if the Client submits their definitive Distribution Plan to PostNL at the latest 8 working days before the day requested for Distribution.
- 2.4** When providing an Instruction, the Client should indicate clearly whether and to what degree there are different batches of Door-to-Door shipments (for example, different versions of a flyer).
- 2.5** Offers are made on the basis of the details provided by the Client, corrected where necessary using the details held by PostNL about Delivery Points that are not available for delivery, as set out in article 14.2.2 and 14.2.3 of these General Terms and Conditions.
- 2.6** If it becomes apparent when performing the Agreement that the details provided by the Client for the Instruction are incorrect or incomplete, PostNL reserves the right to stop or suspend performance of the Agreement, or to perform the Agreement at a price as set out in article 3 of these General Terms and Conditions, based on the actual, correct details; the Client is then obliged to pay this price.

Article 3

Refusal/Suspension

- 3.1** PostNL is authorised not to accept an Instruction for reasons that it deems appropriate. If PostNL decides not to accept the (original) Instruction, it will consult, where possible, with the Client to find an alternative solution. However, PostNL does not guarantee that this will be possible.
- 3.2** Without prejudice to its freedom not to accept Instructions for the Distribution of Door-to-Door shipments on a case-by-case basis, as set out in paragraph 1 of this article, PostNL is authorised to refuse the Distribution of Door-to-Door shipments or to suspend the performance of an Agreement that has been formed if it is found that:
- a.** The Door-to-Door shipments do not meet the requirements set by PostNL, including but not restricted to the requirements as set out in article 12 of these General Terms and Conditions and the Brochure,
 - b.** It conflicts with any legal provision or court decision,
 - c.** There is a complaint based on considerations including those published in the Dutch Advertising Code and the Particular Advertising Codes (issued under the responsibility of the Stichting Reclame Code foundation, always the latest version of the specified codes);
 - d.** (The distribution of) the Door-to-Door shipment(s) pose/poses a risk to person and/or goods;
 - e.** The details to be provided by the Client under these General Terms and Conditions and the Brochure are incorrect or incomplete.
 - f.** In the event of payment arrears relating to a previous Agreement or Instruction that the Client entered into with PostNL, PostNL is authorised to suspend a new Agreement/Instruction until the payment arrears have been cleared. If there is a delay in performing an Agreement as a result of PostNL exercising the rights set out in this article, PostNL will act as it would for a delayed delivery as set out in article 14.3 and 14.4 of these General Terms and Conditions.

Article 4

Performance of the Agreement

4.1 The Client guarantees that the contents of the Door-to-Door shipments and the Distribution of the Door-to-Door shipments:

- Do not conflict with legal provisions;
- Do not breach the rights of third parties;
- Do not pose any danger to the employees who are required to deal with the Door-to-Door shipments, or to the recipients;
- Do not contain any items that are contrary to accepted ethical standards, that could be offensive, insulting, objectionable or disadvantageous to third parties, or that are immoral;
- Do not contain any items where the contents are untruthful, misleading or false;
- Do not contain any items that are in any other way unsuitable for inclusion in the Door-to-Door shipment.

Article 5

Termination

- 5.1** PostNL is authorised to refuse an Instruction, whether or not it has been provided or confirmed, or to terminate performance of the Agreement, if it has already begun, without being liable in any way for compensation, if it is found or likely that:
- Distribution conflicts with legal provisions; and/or
 - Distribution breaches the rights of third parties; and/or
 - Distribution causes an objection as set out in article 3; and/or
 - Distribution does not meet the requirements set out in the General Terms and Conditions and in the Brochure or otherwise agreed; and/or
 - (Further) performance cannot reasonably be expected of PostNL for other serious reasons.
- 5.2** PostNL is authorised, without being liable in any way for compensation as a result, to terminate the Agreement in the interim with a notice period of 3 months if it decides that it will no longer deliver the product Door-to-Door. Before it does so, it will notify the Client of this in writing, subject to the aforementioned notice period.

Article 6

Cancellation and amendment by the Client

6.1 In the event of the full or partial cancellation of the Agreement by the Client within a term of 31 working days up to 8 working days before the previously agreed (start of the) period or date of Distribution, PostNL will charge the Client 30% of the invoice amount for the cancelled part of the Agreement.

If the Client cancels the Agreement in full or partially within a term of 8 working days before the agreed (start of the) period or date of Distribution, 100% of the invoice amount for the cancelled part of the Agreement will be charged.

Article 7

Rates

- 7.1** The rates that apply to Distribution and Government distribution can be requested from PostNL Business Service.
- 7.2** Factors that are used to calculate the level of the rates include the weight that is stated when the Client submits the order via the PostNL website. PostNL checks the accuracy of these details.
- 7.3** For deliveries by the Client to PostNL, the Door-to-Door shipments are weighed. If there is a difference between the rates and/or the weight submitted by the Client on the PostNL website and rates and/or the weight on delivery to PostNL as set out in paragraph 2 of this article, PostNL is authorised:
- a.** To amend the rates to the actual weight; and/or
 - b.** To charge the costs incurred; and/or
 - c.** To terminate the Agreement with immediate effect, without any liability to compensation of any type. PostNL is then authorised to charge the costs incurred.
- 7.4** All published or offered rates are exclusive of tax or other charges, unless expressly agreed otherwise. Invoicing is carried out based on the number of Door-to-Door shipments to be distributed in the agreed area. The number of Door-to-Door shipments to be distributed is determined in accordance with article 13.2.

Article 8

Payment and invoicing

- 8.1** Payment is made on account, using the PostNL customer number. If the Client does not have a customer number with PostNL, this can be requested from PostNL Business Service.

- 8.2** Payment is governed by 'Payment conditions for services provided on account' (latest version) from PostNL, which can be found at www.postnl.nl/en/terms-and-conditions/.

Article 9

Details

- 9.1** The Client guarantees that any details provided by PostNL will only be used once, and will be used exclusively for the purpose of the Agreement for the Distribution of Door-to-Door shipments.
- 9.2** The Client is not permitted to share the details provided by PostNL, fully or partially, with a third party, without written consent from PostNL, other than for the one-off processing of the relevant details for the purpose of the Agreement for the Distribution of Door-to-Door shipments.

Article 10

Liability

- 10.1** PostNL does not accept any liability for the damage or loss of the Door-to-Door shipments to be distributed (including Government distribution and Door-to-Door area distribution), irrespective of the cause, nor for any other loss and consequential loss, regardless of how it is termed. This exclusion of liability does not apply in the event of PostNL's own actions or omissions, where there is either intent to cause such loss, or recklessness with the knowledge that such loss is likely to result therefrom.
- 10.2** The Client indemnifies PostNL and its group companies as set out in article 2:24b of the Dutch Civil Code against third-party claims in relation to the Distribution of the Door-to-Door shipments and their contents.

Article 11

Complaints, disputes and applicable law

- 11.1** Complaints regarding the performance of the Agreement can be submitted in writing or by telephone to PostNL Business Service (telephone number: +31 (0) 88 - 868 68 68). Complaints must be submitted to PostNL Business Service within a term of 14 days of the agreed period or date of Distribution.
- 11.2** All Agreements are governed by Dutch law.
- 11.3** All disputes between PostNL and the Client relating to Agreements that are not settled amicably will be submitted to the competent court in The Hague.

Article 12

Requirements for Door-to-Door shipments

- 12.1** Unless agreed otherwise in writing, all delivered Door-to-Door shipments must meet the requirements set out in the Brochure and the requirements listed in this article.
- 12.2** By stating their name and address or telephone details on the Door-to-Door shipment, the Client will identify themselves so that they are easily and actually accessible for the recipient; simply stating a PO Box number and/or telephone number is not sufficient.
- 12.3** If the Client wishes to indicate that the Door-to-Door shipments are distributed by PostNL, they will only be able to do so by stating the name PostNL, as discussed with PostNL in advance and with written consent from PostNL. The use of the PostNL logo is not permitted. The use of seals, seal imprints, stamp imprints or other indications conventionally used on (addressed) postal items, such as 'PostNL Postage Paid' is not permitted on Door-to-Door shipments.
- 12.4** If the Door-to-Door shipments provided by the Client for Distribution deviate from the requirements set out in the General Terms and Conditions and/or the Brochure and/or in more detail, PostNL will consult, where possible, with the Client about the options for distributing the Door-to-Door shipments in question on another date, and on the conditions that will apply. However, PostNL does not guarantee that this will be possible.
- 12.5** If, as a result of what is set out in paragraph 4 of this article, the Client does not wish to have the Door-to-Door shipments that have been provided distributed on another date, or if distribution on another date proves not to be possible, PostNL is authorised to charge costs.

12.6 A minimum number of items per Batch applies;
this is stated at postnl.nl/huisaanhuis.

Article 13

Delivery

- 13.1** The period or date of Distribution and the number of Door-to-Door shipments to be delivered will be stated by PostNL in the order confirmation.
- 13.2** The number of Door-to-Door shipments to be delivered will be determined using the selectivity level for distribution requested by the Client and accepted by PostNL, and using the details held by PostNL regarding Delivery Points that are not available for delivery (including but not restricted to what is set out in article 14.2.2 and 14.2.3 of these General Terms and Conditions) and the number of deliveries per Delivery Point.
- 13.3** The Client must provide the Door-to-Door shipments to be distributed by PostNL on the agreed date or in the agreed period, all free of costs, to the address indicated by PostNL. The Batch can only be deemed to have been received by PostNL once the dispatch note has been signed by PostNL.
- 13.4** PostNL is authorised to check the quantities delivered.
- 13.5** The Door-to-Door shipments to be distributed must be separated and packaged in an effective manner and must meet the requirements as set out in more detail in the Brochure.

Article 14

Distribution

14.1 PostNL is authorised to exclude certain areas from the Distribution of Door-to-Door shipments.

account of the Client.

14.2

- 1** Distribution is carried out by PostNL on Thursdays and Saturdays and will take place at the same time as the delivery of addressed shipments. Unless agreed otherwise with the Client in writing, Distribution can be combined with the distribution of other (Door-to-Door) shipments.
- 2** Just as with addressed shipments, PostNL only delivers Door-to-Door shipments if and where letterboxes, intended for the delivery of shipments to addressees, comply with the rules about location, dimensions and so on, as set out by the Minister of Infrastructure and the Environment (decree on letterboxes (Stcrt. 1988, 252)), with the proviso that deliveries will in principle not be made to recreational areas.
- 3** Nor is PostNL required to deliver to Delivery Points where Door-to-Door shipments cannot be placed in the letterbox, no letterbox is provided or if it is indicated in any way that the Delivery Point in question does not welcome Door-to-Door shipments. PostNL does not deliver Door-to-Door shipments to PO Box addresses.

14.3

- 1** The agreed period or dates for Distribution only apply if and when the Door-to-Door shipments to be distributed are received by PostNL at the agreed time, in the agreed quantity and in accordance with the agreed delivery criteria.
- 2** Costs incurred by PostNL as a result of ensuring that Door-to-Door shipments that are provided too late and/or provided incorrectly and/or not provided by the Client are still distributed on the agreed period or date of Distribution, despite the delayed or incorrect provision, are for the

14.4 In relevant cases, PostNL is authorised to rearrange the period or date of Distribution of the Door-to-Door shipments that the Client provided too late or incorrectly. If the Client therefore exercises their right to cancel the Instruction in full or partially, article 6 applies.

14.5 PostNL reserves the right to limit the distribution of Door-to-Door shipments, or not to distribute any Door-to-Door shipments, in relation to capacity peaks in certain (restricted) periods. These periods will always include the last three weeks of the calendar year, up to and including 2 January of the following year. If the Client wishes an Instruction for Door-to-Door Distribution to be carried out during a restricted period and PostNL accepts the Instruction, the Client is required to pay a surcharge on top of the standard rate. PostNL will determine the relevant periods and the surcharge that is due at least three months before the start of a restricted period. Further information about this is available from PostNL Business Service.

14.6 PostNL is authorised to set conditions for the minimum quantity of Door-to-Door shipments that it will be provided with by the Client, and for the area where the Door-to-Door shipments are to be distributed.

Special conditions for Door-to-Door area distribution and the Distribution of Government information

The provisions set out in articles 14.1 up to and including 14.6 of the General Terms and Conditions apply in full and undiminished, unless deviations therefrom are explicitly set out in articles 14.7 and 14.8. If the provisions set out in articles 14.7 and 14.8 are in conflict with those set out in articles 14.1 up to and including 14.6, the provisions of article 14.7 and 14.8 will take precedence where they relate to Door-to-Door area distribution or the Distribution of Government information.

14.7 Selective Door-to-Door distribution

- 1** In contrast with standard Door-to-Door distribution, a surcharge applies for Door-to-Door area distribution; this can be requested from PostNL Business Service.
- 2** Distribution plan
 - a.** The Client can opt to create the Distribution Plan themselves using specific selection criteria at the PostNL postnl.nl/huisaanhuis website.
 - b.** If the Client wishes to have a Distribution Plan created by a third party, they should contact PostNL to find out the conditions that apply for this. The Client indemnifies PostNL against third-party claims in relation to the Distribution Plan provided by the Client.

14.8 Distribution of Government information

- 1** In addition to and in derogation from what is set out in these General Terms and Conditions, PostNL can, under the following conditions, distribute Government information on a 'door-to-door' basis within an area to be agreed in more detail, to every Delivery Point within the agreed area, including the Delivery Points which have indicated that they do not wish to receive Door-to-Door shipments.
- 2** More detailed provision for Government information. The following more detailed provisions apply for the Distribution of Government information.
 - The shipments to be distributed contain Government information.
 - Regardless of who offers the shipments to PostNL, PostNL will regard the Government, with whom the shipments originate by virtue of the details in the shipment, as the Client and therefore also as the responsible body for handling any complaints from recipients.
 - The Government who is to be regarded as the Client indemnifies PostNL and its group companies against all claims by recipients of the Door-to-Door shipments regarding Government information, and against all claims from other third parties.

- PostNL will not distribute the Door-to-Door shipments that contain Government information together with other Door-to-Door shipments (that are not Government information).
- Government information is distributed exclusively on Thursdays.
- The origin of the shipment must be sufficiently clearly visible on the shipment; in all cases, by stating the name and address details of the Government in question (or the Government which is responsible for it), and by using a relevant logo.
- It must be clearly stated in or on the shipment that questions or complaints relating to the shipment must be submitted to the Government that is stated in the shipment.

- 14.9** PostNL is authorised to use third parties to provide its service, without prior consent from the Client.

Article 15

Final provisions

- 15.1** These General Terms and Conditions for Door-to-Door are effective from 1 January 2017 and replace any previous versions.
- 15.2** These General Terms and Conditions and the Brochure can be found at www.postnl.nl.
- 15.3** These General Terms and Conditions, the rates for Door-to-Door distribution and the Brochure can be amended unilaterally by PostNL. Subject to what is set out in this article, amendments also apply to Agreements that were formed before the date of the amendment. The amendments will take effect 14 days after notification or at a later date, specified in the notification.
- 15.4** If a Client does not wish to accept an amendment relating to an existing Agreement, they must notify PostNL of this in writing as quickly as possible after being made aware of the amendment, but before the date on which the amendment takes effect. PostNL and the Client will then consult to attempt to achieve a suitable solution.

This document is the translation of an original Dutch document. No rights may be derived from this translation. The original Dutch document is binding and will prevail under all circumstances.

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More information

Call +31 (0) 88 868 68 68 or visit postnl.nl

