General Terms and Conditions for Goods Carriage 2016

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Article 1
Definitions

PostNL Pakketten:

PostNL Pakketten Benelux B.V., having its registered office in Hoofddorp;

Sender:

The client/contracting party of PostNL Pakketten;

GTC:

These General Terms and Conditions for Goods Carriage;

Addressee:

The person to whom, pursuant to the carriage agreement, PostNL Pakketten is to deliver the shipment;

Shipment:

A carriage unit (such as a package, a wheelie bin, a pallet or parcel goods) offered to PostNL Pakketten, which is intended for an addressee and – to that end – comes with its own carriage document;

International shipment

Shipments with a destination outside the Netherlands (outgoing) or shipments coming from an area outside the Netherlands (incoming): EU-Pack Special (EPS) packages, Global Packs or individual shipments with a destination within the EU (weighing more than 20 kg);

Batch:

A number of shipments that are offered to PostNL Pakketten at the same time, at the expense of one and the same sender, under the agreed conditions with regard to the fee owed, the minimum number to be offered, the time of offering and the offer location, among other things;

Carriage agreement:

An agreement for carriage entered into by PostNL Pakketten and the sender, subject to these Terms and Conditions for Goods Carriage;

Carriage document:

The data carrier (or combination of data carriers) that comes with the shipment, containing the specifications for the carriage, such as the address from which it was sent, the address of the addressee, the barcode and the shipment number;

Offer location:

The branches or facilities designated by PostNL Pakketten for the offering of shipments;

Service framework:

The whole of the service provision conditions for the carriage that PostNL Pakketten and the sender have agreed upon;

Additional services:

Services that must be purchased separately, such as increased liability, Signature for Receipt and Cash on Delivery/Payment Service.

Article 2
Applicability of GTC and applicable legislation

2.1 These General Terms and Conditions for Goods Carriage apply to all carriage agreements that PostNL Pakketten enters into with a sender.

2.2 In addition, all the activities and agreements of PostNL Pakketten are subject to:

a. The General Carriage Conditions 2002 (Algemene Vervoercondities – AVC), for national carriage by road, in the most current version as published and filed at the Registries of the District Courts in Amsterdam and Rotterdam by the Stichting Vervoeradres;

b. The Convention on the Contract for the International Carriage of Goods by Road (CMR), in the version ratified by the Netherlands;

c. The Convention for the Unification of Certain Rules Relating to International Carriage by Air (Warsaw Convention), in the version ratified by the Netherlands.

In addition to this legislation, the following stipulations apply.

Article 3
Conflicting stipulations

In the event of conflict between the stipulations of the GTC, non-mandatory statutory regulations or the conventions referred to in article 2 and the below stipulations, the below stipulations will prevail.

Article 4
Offer conditions

4.1 PostNL Pakketten has its own carriage documents. All shipments must come with a fully and correctly completed PostNL Pakketten carriage document. The sender details are a mandatory part thereof. The sender is responsible for ensuring that shipments are carefully packed, taking account of their nature and contents.

4.2 Shipments must be offered at a location designated by PostNL Pakketten. Different offer locations may be designated for different categories of shipments.

4.3 PostNL Pakketten may set additional offer conditions for offering batches with regard to the rates, the minimum number, the time of the offer and the offer location, among other things.

4.4 On the basis of a contract to that end with PostNL Pakketten, the sender may electronically pre-register the offer of shipments. Among other things, this contract states how shipments are to be offered and how the sender can obtain information on a shipment.

Article 5
Fee

The fee owed is determined by the rates that apply (as publicly published by PostNL) pursuant to the service framework and the details PostNL Pakketten registers about the number, weight, measurements and destination of the shipment, among other things.

Article 6
Payment

6.1 Unless agreed otherwise, the fee owed must be paid no later than upon acceptance for carriage of the shipment by PostNL Pakketten. Agreements for payment on account are subject to the Payment Conditions of PostNL.

6.2 If the addressee and PostNL Pakketten have an agreement for business reply items, with an assigned business reply number, the fee owed for the carriage of business reply items without additional services will be at the expense of the addressee.

Article 7
Refusal, suspension or cessation of carriage

7.1 PostNL Pakketten may refuse, suspend or cease carriage of a shipment, providing reasons if so requested, if:

a. the sender has failed to meet the conditions that PostNL Pakketten has set for acceptance for carriage of the shipment (for example with regard to the payment, offer location, provision or statement of details, use of a carriage document, use of a barcode, the packaging, contents, weight or measurements);

b. the carriage of the shipment may pose a danger to persons or items; this in any case applies to the carriage of goods that are subject to the national or international laws and regulations governing the carriage of dangerous substances;

c. such carriage is forbidden by law or under government regulations, or PostNL Pakketten has indications that such carriage may be in conflict with the law or government regulations;

d. the sender has failed to comply with its payment obligations under another agreement with PostNL Pakketten;

e. PostNL has another well-founded reason for such refusal, suspension or cessation, including but not limited to natural disasters, wars or armed conflict, strikes, etc.

7.2 In the event of refusal or suspension of the carriage of a shipment, PostNL Pakketten will – to the extent possible – enable the sender to regain possession of both the shipment and any documentation provided with it, which will serve to terminate the carriage agreement. PostNL Pakketten may claim payment of the fee owed for the carriage, without prejudice to its right to compensation of expenses (including additional expenses) incurred.

Article 8
Amendment of the carriage agreement

After acceptance for carriage, the service framework and/or the delivery address can no longer be changed, unless expressly agreed otherwise with the sender or the addressee. As long as the shipment has not been delivered, the sender can request that PostNL Pakketten return it. In such a case, PostNL Pakketten will make every effort to comply with this request.

Article 9
Performance of the carriage agreement by PostNL Pakketten

PostNL Pakketten has the right to have third parties perform all or part of the carriage agreement, without prejudice to the rights and obligations of PostNL Pakketten under the carriage agreement.

Article 10
Transmission time

10.1 PostNL Pakketten strives to deliver shipments to the address indicated by the sender over the course of the first working day after the day of acceptance for carriage, with the exception of international shipments as referred to in article 10.3. As a rule, shipments accepted for carriage on a Saturday are delivered the following Tuesday.

10.2 The sender or the addressee can only rely on a delivery term of a shipment mentioned or indicated by PostNL Pakketten if this term was expressly agreed upon with regard to that shipment.

10.3 With regard to the carriage of international shipments, the intended transmission time depends on the country or the area of destination and the service framework selected by the sender.

Article 11
Liability

11.1 Both in the event of damage and loss and in the event of a delay of shipments (with the exception of international shipments), PostNL Pakketten is only liable in accordance with the stipulations of the GTC.

11.2 International shipments are subject to the liability regime of the CMR (in the event of international road carriage, including any ferry carriage) or the Warsaw Convention (in the event that all or some of the carriage is by air).

11.3 PostNL Pakketten reserves the right to display instructions concerning the performance of the carriage service on the packaging used for the shipment, and will under no circumstances be liable for any damage to this packaging.

11.4 In the event that the sender or addressee has taken out carriage insurance, PostNL Pakketservice will, in the event of liability, compensate the loss up to a maximum of the amount of the sender's or the addressee's excess.

Article 12
Additional services

On payment of the determined fee, and subject to full applicability of the conditions set under or pursuant to these general terms and conditions, the service framework may be extended with one or more of the 'additional services' referred to in this article:

12.1 *Increased liability*

1. Unless expressly agreed otherwise, PostNL Pakketten will compensate loss in connection with loss of, damage to or delay of shipments subject to increased liability (including money, papers of value , precious metals, precious stones, pearls, items or documents with value as art or collectibles and travel documents) only in accordance with the standard limits that apply under the GTC or the conventions.
2. At the request of the sender and on payment of the fee determined by PostNL Pakketten, shipments can be sent subject to increased liability. Domestic shipments containing money, papers of value, precious metals, precious stones, pearls, items or documents with value as art or collectibles and travel documents must be sent with an increased liability of €5,500.
3. The amount of the increased liability must be indicated on the carriage document in the manner prescribed by PostNL Pakketten. The relevant statement will be considered to be a stipulation expressly agreed upon between the parties with regard to an increase of the liability of PostNL Pakketten as referred to in Section 8:1102 of the Dutch Civil Code.
4. In the event of loss attributable to PostNL Pakketten as a result of loss of or damage to a shipment subject to increased liability, the sender or the addressee can claim the shipping costs, as well as compensation of any damage to the items sent in the shipment, up to a maximum of the amount of the increased liability.
5. The stipulations of the CMR and the Warsaw Convention with regard to a 'special interest in delivery' (article 26 of the CMR and article 22, paragraph 2 of the Warsaw Convention, respectively) apply accordingly. Global Pack shipments (international shipments outside the European Union, plus Greece, Malta and Cyprus) are subject to an increased liability up to a maximum of €200 per shipment, regardless of the contents. This applies to both individual shipments and batch shipments.
6. The conditions of articles 12.1.1 through 12.1.5 do not apply to individual shipments in respect of which no separate contract is entered into. The following applies to these shipments:
   a. For domestic shipments (with the exception of shipments of between 10 and 30 kg without additional services) and international shipments (excluding Global Packs and shipments subject to Track & Trace of between 20 and 30 kg sent within the European Union, excluding Greece, Malta and Cyprus), increased liability up to a maximum of €500 per shipment is a standard part of the service framework, regardless of the contents of the package.
   b. For domestic shipments (with the exception of shipments of between 10 and 30 kg without additional services) and for international shipments subject to Track & Trace of between 20 and 30 kg sent within the European Union, excluding Greece, Malta and Cyprus, increased liability up to a maximum of €500 per shipment can be agreed on upon request.
7. On the basis of the evidence produced by the sender, such as the original proof of shipment, purchase or sale invoice and/or other legal proof of the value of the contents, PostNL Pakketten will determine whether the sender is eligible for any compensation as referred to in article 12.

12.2 *Cash on delivery/Payment service*

1. At the request of the sender and on payment of the fee determined by PostNL Pakketten, domestic shipments can be offered subject to the condition of cash on delivery/payment service.
2. In the event of loss of, damage to or delay of a shipment sent under the condition of cash on delivery/payment service, PostNL Pakketten is only liable for any loss resulting from such loss, damage or delay in accordance with article 11. PostNL Pakketten will not be liable for any other loss, except in the event of wilful misconduct or gross negligence on the part of its supervisors.
3. PostNL Pakketten has the right to set cash on delivery payments (whether or not online) yet to be made off against its due and payable claims against the sender.

12.4 *Signature for receipt*

1. At the request of the sender and on payment of the fee determined by PostNL Pakketten, domestic shipments can be offered subject to the condition of signature for receipt. In the event of an instruction for the additional service of increased liability and cash on delivery/ payment service, signature for receipt is a standard part of the service framework.
2. For international shipments – with the exception of international shipments without additional services – signature for receipt is a standard part of the service framework.
3. The drivers of PostNL Pakketten make use of hand terminals which allow for a proof of delivery and an electronic signature within the meaning of Section 3.15a of the Dutch Civil Code to be effected on the doorstep. This electronic signature replaces the handwritten signature in ink on the paper distribution list. The sender and PostNL Pakketten agree that they will accept this electronic signature, or if necessary a copy thereof printed on paper, as proof of delivery. The sender will inform the addressee about this electronic signature.
4. The sender agrees in advance that – in the event that multiple shipments or a batch/ batches (whether or not offered for shipment by that sender alone, or in collaboration with other senders) are delivered to an addressee at the same time – the addressee will provide a single signature for receipt of all the shipments or batches received at such time, and that this signature for receipt will be electronically multiplied in order to (be able to) provide the sender with the proof of delivery to the addressee of each individual shipment or batch (at such time). After providing the one-off signature for receipt the addressee cannot invoke failure to deliver or late delivery (or any other rights) vis-à-vis PostNL Pakketten in respect of an individual shipment or batch.
5. The addressee may choose to have a shipment delivered to a neighbour, in which case the signature for receipt as provided by that neighbour will be considered to be a signature for receipt of the addressee.

Article 13
Delivery method

13.1 *General*

1. Unless it cannot reasonably be expected of PostNL Pakketten, deliveries are made on every day of the week, with the exception of Sundays (unless expressly agreed otherwise in a carriage agreement) and the generally accepted public holidays. PostNL Pakketten reserves the right not to deliver certain categories of shipments on Saturdays. In such a case, PostNL Pakketten will announce this publicly in good time.
2. Shipments are delivered to the address stated on the shipment, or to another address as indicated by the addressee. In such a case, PostNL Pakketten will be authorised to deliver domestic or international shipments without additional services, domestic shipments subject to signature for receipt or international shipments that cannot be delivered to the address of the addressee to one of his neighbours* . In such a case, a written notice of this will be put in the addressee's postbox. Once a shipment has been issued to a neighbour, the carriage and liability of PostNL Pakketten under the carriage agreement ends. If it is not possible to issue the shipment to one of the addressee's neighbours either, or if it concerns a shipment with an additional service, a written notice will be left in the addressee's postbox stating the manner and term in which he can gain possession of the shipment.
3. The delivery conditions set out in article 13.1.1 and 13.1.2 apply to both domestic shipments and incoming international shipments. The conditions of delivery for outgoing international shipments may differ per country.

13.2 *Delivery method*

Delivery may take place by:

a. depositing the shipment in the postbox or letterbox at the address indicated on the shipment;
b. offering the shipment for delivery to the PO Box of the addressee;
c. issuing the shipment to the addressee, an adult household member of the addressee or the authorised representative of the addressee, or to an employee of the organisation that is stated as the addressee on the shipment; this applies for most of the additional services;
d. issuing the shipment to neighbours (article 13.1.2).

13.3 *First and second delivery*

Custody

1. In the event that delivery by depositing the shipment into a suitable facility or issuing it to the addressee or another suitable person is not possible, PostNL Pakketten will keep custody of the shipment for a maximum of two weeks. The conditions of custody of outgoing international shipments may differ per country.
2. If delivery has proved impossible and PostNL Pakketten proceeds to take custody of the shipment, the addressee will always be informed of this in writing, stating the possible options for a second delivery attempt, the duration and location of custody, the possible time slots in which the shipment can be collected from the custody location and the procedure if the shipment is not, for whatever reason, delivered within the custody term.
3. PostNL Pakketten will not take custody of shipments the contents of which appear to be or which PostNL Pakketten suspects to be perishable.

13.4 *Procedure for undeliverable shipments*

1. In the event that the addressee refuses delivery of the shipment or fails to collect the shipment from the custody or PO Box location (within the maximum custody term of two weeks) or taking custody of the shipment is objectionable for PostNL Pakketten due to the (apparent or suspected) contents of the shipment, the shipment will be returned to the sender (in the case of international shipments to the sender abroad).
2. Shipments that, for whatever reason, cannot be returned to the sender will be kept by PostNL Pakketten and kept available to the sender and the addressee for an additional 12 months, unless PostNL Pakketten knows or considers it plausible that the shipment and it contents have no value whatsoever, or custody is objectionable for PostNL Pakketten due to the contents of the shipment, in which case PostNL Pakketten is free to destroy or dispose of the shipment in another manner, or to have a third party do so, as it deems appropriate. After the 12-month term referred to above, shipments that are deemed valuable will revert to PostNL Pakketten. In the event that PostNL Pakketten does not proceed to return the shipment, it will make every effort to inform the sender of the manner in which it will dispose of the shipment.
3. If the sender refuses return shipments or fails to collect them from the custody or PO Box location (within the maximum custody term of two weeks), PostNL Pakketten will assume that the contents of these shipments are no longer of value to the sender, and PostNL Pakketten will immediately be free to dispose of the shipments as it deems appropriate.
4. If it is not possible to deliver a shipment in accordance with the applicable service frameworks for delivery and custody, PostNL Pakketten will be authorised to charge the all or part of the costs associated with the return shipment, the custody and/or the destruction to the sender.

Article 14
Information to the sender and/or addressee

14.1 By contacting PostNL Pakketten within 30 days of the date of acceptance for carriage of a shipment, the sender or the addressee can obtain information on the performance of the carriage agreement, provided that he states the number of the barcode on the carriage document. In derogation from this, the sender has a term of six weeks in the case of shipments sent under the condition of cash on delivery/payment service. PostNL Pakketten is authorised to charge administrative fees in the event of a request for information after expiry of the relevant request term.

Article 15
Notice of damage

15.1 If within 30 days of the date of acceptance for carriage of a shipment PostNL Pakketten has not been notified by the sender or the addressee that the shipment has not been delivered, PostNL Pakketten will be deemed to have performed the carriage agreement in accordance with the service framework. In derogation from this, the sender has a term of six weeks in the case of shipments sent under the condition of cash on delivery/payment service.

Article 16
Applicable law and settlement of disputes

16.1 All carriage agreements are subject to Dutch law.
16.2 Disputes with regard to a financial interest exceeding the maximum amount applicable to civil cases within the district court in (which can be appealed) will be submitted to the competent court of Rotterdam.

Article 17
Protection of personal privacy

17.1 PostNL Pakketten will use the details recorded for the purpose of the agreement to perform the agreement and to provide good services. In addition, PostNL Pakketten may use the personal details to inform the party involved of products and services of PostNL Pakketten, its subsidiaries and other directly related enterprises, or of third parties. The details may also be made available to such third parties to this end. If the person concerned does not wish to receive the relevant information, he can object to this by contacting PostNL Pakketten, at the address PostNL Holding B.V., Legal Affairs Department, PO Box 30250, 2500 GG The Hague. The party involved must state his name, company name, address, postal code and city.
17.2 As a customer of PostNL Pakketten, the sender will receive informative newsletters by email. This information is sent to keep the sender informed of products and services. As a customer of PostNL Pakketten, the sender agrees to receiving these informative newsletters. The sender's contact persons will be added to the email records of PostNL Pakketten. The sender can always opt out by means of the opt-out link at the bottom of every newsletter.

Article 18
Termination

18.1 Both PostNL Pakketten and the sender are authorised to terminate a carriage agreement without judicial intervention, with immediate effect, in the even of one of the situations referred to under a. through d.:

a. a party has failed to comply with its obligations under a carriage agreement for more than seven days;
b. a party has applied for or been granted a moratorium;
c. a party has applied for bankruptcy or been declared bankrupt;
d. a party has lost the power to dispose of its capital.

Article 19
Confidentiality

19.1 The existence and contents of a carriage agreement are confidential. The sender will maintain confidentiality with regard to the existence and the contents of a carriage agreement. Any infringement of his duty of confidentiality will result in the sender being liable to pay an immediately due and payable fine of twenty-five percent (25%) of the turnover per contract year, up to a maximum of €10,000, without prejudice to the right of PostNL Pakketten to claim compensation of the loss actually suffered.

Article 20
Transfer of rights and obligations

20.1 PostNL Pakketten is authorised to transfer the rights and obligations arising from a carriage agreement to another enterprise belonging to the group of PostNL N.V. within the meaning of Section 2:24b of the Dutch Civil Code.

Article 21
Partial nullity

21.1 In the event that a stipulation of the carriage agreement or the conditions to which it is subject is invalid, unlawful or impossible to comply with, this will not affect the other conditions of the carriage agreement or the relevant conditions. The parties will agree on a new stipulation with the same purpose, on the understanding that the spirit and the scope of the carriage agreement must be affected as little as possible.

Article 22
Amendment of the conditions

22.1 PostNL Pakketten is authorised to amend and/or supplement these conditions. Unless determined or agreed otherwise, amendments and additions apply to all carriage agreements that are formed on and after the date indicated by PostNL Pakketten on which the amendments and/or additions come into effect, until further notice.

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Amsterdam Chamber of Commerce Trade Register
34337145

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More information? Phone **088 868 68 68** or visit **postnl.nl**