

General Terms and Conditions

Freepost 2014




postnl

This is a joint publication by Koninklijke PostNL BV The Hague Commercial Register Chamber of Commerce Haaglanden 27124700 and PostNL Pakketten Benelux BV Hoofddorp Commercial Register Chamber of Commerce Amsterdam 34337145

General Terms and Conditions

Freepost number

These General Terms and Conditions apply to agreements with:

- a. Koninklijke PostNL B.V. (Koninklijke PostNL) relating to:
 - i. The carriage of freepost shipments that form part of the universal postal service based on article 16 and 17 of the Dutch Postal Law of 2009 (Postwet). This part of the agreement is also governed by the General Terms and Conditions for the Universal Postal Service (AVP, latest version);
 - ii. The subscription to the freepost service (standing charge);
 - iii. The carriage of mail items other than under b. This part of the agreement is also governed by the General Terms and Conditions for the Conveyance of Bulk Letterbox Mail (AVPB, latest version); and/or
- b. PostNL Pakketten Benelux B.V. (PostNL Pakketten) where this relates to the carriage of packages as set out in article 1 sub e of the Postal Decree 2009 as a freepost shipment, where this is not covered under a. This part of the agreement is also governed by the General Terms and Conditions for Goods Carriage (AVG, latest version).

The parties under a. and b. are hereinafter referred to both separately and jointly as PostNL. The payment conditions for services provided on account, latest version, also apply to the freepost holder.

The specified conditions of carriage are available at branches of PostNL for inspection and/or are available free of charge on request from PostNL Business Service +31 (0) 88 868 68 68 and/or from postnl.nl.

- 1a. PostNL delivers postal items that are addressed to the freepost number assigned to the addressee to the agreed delivery address. The aforementioned delivery address must be in the Netherlands. Foreign delivery addresses will not be accepted by PostNL.
 - 1b. In return for the use of a freepost number, the addressee is required to pay subscription costs in advance per calendar year to Koninklijke PostNL. This amount is invoiced in January via the debtors' administration system. If a freepost number is put into use during a year, then a proportional amount (per quarter) of the subscription costs will be invoiced that year. The costs for the carriage of the freepost shipments are invoiced monthly. The annual subscription costs and the costs for the carriage of the freepost shipments are in accordance with the rates published by PostNL in the rates brochure (latest version).
 - 1c. PostNL may charge a security deposit in the amount of the expected amount due in one month for the carriage of the freepost shipments, with a minimum of €50.
 - 1d. PostNL is authorised to amend the provisions of these General Terms and Conditions and the rates. Amendments and/or additions will take effect 30 days after notification or at a later date, specified in the notification.
 - 1e. If the distance between the delivery address and the office where the freepost number is registered is more than 15 kilometres, extra costs are due for forwarding.
- 2 The method of use and the layout of the pre-printed freepost shipments must comply with the conditions specified by PostNL. See the latest version of the relevant brochure, which can be requested free of charge from PostNL Business Service +31 (0) 88 868 68 68 or via postnl.nl.
- 3 The addressee is required to pay the amounts due for all postal items addressed to the freepost number. This also applies to postal items addressed to the freepost number that are received for that freepost number after the end of the agreement.
- 4 PostNL is authorised to suspend the issue of freepost shipments if the addressee is in default with regard to fulfilling any payment obligation to PostNL. If the payment arrears are not cleared within a term specified by PostNL, PostNL is authorised to terminate the agreement with immediate effect. The freepost shipments will then be handled as 'undeliverable', in accordance with the regulations of the General Terms and Conditions for the Universal Postal Service

(AVP), General Terms and Conditions for the Conveyance of Bulk Letterbox Mail (AVPB), or General Terms and Conditions for Goods Carriage (AVG), where applicable. This is without prejudice to the right of PostNL to payment of all due amounts.

- 5 PostNL is not liable towards the addressee for damages resulting from loss, damage or delay of postal items intended for the freepost number, nor for misuse, incorrect or improper use of the freepost number by third parties. Nor is PostNL liable for loss as a result of incorrect or incomplete assignment of a freepost number, or of the amendment of a freepost number, if this can reasonably be deemed necessary to provide a good service.
- 6 Upon request, PostNL is authorised to share with third parties the name and the address of the addressee, or to indicate where and under which number the address holds a freepost number.
- 7 The agreement is entered into for a period up to and including 31 December of the year in which the agreement is entered into. If the addressee does not cancel the agreement for the freepost number at the latest four weeks before 31 December of that year in writing, the agreement is tacitly extended by one calendar year each time.

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.

July 2014

More information

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

The logo for PostNL, featuring a crown icon above the text "postnl" in a blue, lowercase, sans-serif font. The logo is set against a light gray, rounded, teardrop-shaped background.

postnl