Conditions of payment

for Services to be Provided on Account 2014

postnl

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Article 1
General

1.1 These payment conditions apply to Services to be rendered by PostNL on account.

1.2 PostNL will keep invoices for at least 7 years after the year they have been issued.

Article 2
Definitions

In these payment conditions the following is understood to mean:

a. **PostNL:**
   the PostNL Group Company or Group Companies that has/have declared these conditions of payment applicable to Services to be rendered on account;
b. **PostNL Group Company:**
   a group company of PostNL N.V., as referred to in Article 2:24b of the Dutch Civil Code;
c. **Services:**
   Postal transport services and other services, including the delivery of goods within the framework of these payment conditions, that can be purchased on account;
d. **Client:**
   the party who enters into an agreement with PostNL for the rendering of Services;
e. **Deposit amount:**
   the amount the Client deposits into an account specified by PostNL when PostNL starts to render Services.

Article 3
Client number

3.1 The Services can be rendered on account after PostNL has assigned a client number to the Client in his name.

3.2 When instructing PostNL to render Services the Client should always mention the client number against which PostNL can charge for such Services.

3.3 The Client is liable to pay for all Services rendered by PostNL under the client number.

3.4 Without PostNL's permission the Client may not order the Services on account for the benefit of third parties.

3.5 The Client should immediately notify PostNL in writing of any change in information previously furnished by him.

Article 4
Deposit amounts

4.1 Before PostNL starts to render services on account the Client is to make a deposit into an account to be specified by PostNL (hereinafter called 'Deposit amount').

4.2 The Deposit amount shall match the average amount the Client is expected to owe PostNL per invoice period for the Services rendered. The Client will be invoiced for the Deposit amount to be made. PostNL reserves the right to require the Deposit amount sooner if the total value of the Services rendered or to be rendered by PostNL before the first invoice date is expected to exceed the Deposit amount.

4.3 PostNL regularly checks whether the Deposit amount still matches the average amount the Client owes to PostNL per invoice period for Services rendered. If PostNL finds that the Deposit amount does not match the average payable invoice amount in the period since the fixing of the Deposit amount or the most recent adjustment of the Deposit amount, PostNL is entitled to adjust the Deposit amount so as to match the difference. After a written notice that the Deposit amount will be reduced or increased, the adjustment will be set off or charged by means of the next following invoice.

Article 5
Payment term

The total payable invoiced amount must be paid into an account indicated by PostNL within 10 days after the invoice date. A different payment mode is not permitted.

Article 6
Exceeding the payment term

6.1 If the invoice amount has not been received by PostNL within 10 days, the Client will be in default without a notice of default being required. As from the default date the Client will owe statutory interest as referred to in Article 6:119a of the Dutch Civil Code.

6.2 In case of a default PostNL is entitled to charge to the Client all reasonable judicial and extrajudicial costs.

6.3 PostNL is entitled to set off a due and payable invoice amount, and any interest thereon as referred to in article 6.1 and the extrajudicial costs as referred to in article 6.2 against the Deposit amount:
- in the event of default as referred to in article 6.1;
- in the event a debt rescheduling scheme, a moratorium or bankruptcy has been applied for or granted with regard to the Client;
- in the event the Client has otherwise lost the control of his property. If PostNL has made use of this right to set off amounts, the Client shall - when so requested by PostNL - immediately supplement the deposit before PostNL will resume rendering Services for the Client on account.

Article 7
Entitled to require advance payment

7.1 In at least the following cases PostNL has the right to require the Client to make an advance payment for Services to be rendered for his benefit:

a. if the Services to be rendered involve an amount that exceeds the Deposit amount fixed pursuant to article 4;
b. if the Client is in default as referred to in article 6.1 or fails to supplement the Deposit amount;
c. in the event a debt rescheduling scheme, a moratorium or bankruptcy has been applied for granted with regard to the Client, of if the Client should otherwise lose the power to dispose of his capital.

7.2 PostNL is not held to render Services if no payment has been made. No advance payment is required in the situations referred to in article 7.1, if the Client, at PostNL's discretion, has provided sufficient security for the fulfilment of his payment obligations.

Article 8
Withdrawal of the client number

8.1 If the Client requests the withdrawal of the client number in writing, PostNL will meet this request as soon as possible.

8.2 PostNL has the right, among other things, to withdraw the Client's client number:
- if the Client is still in default as referred to in article 6.1, even after having been reminded to pay;
- if the Client has acted contrary to article 3.2 or article 3.4;
- in the event a debt restructuring scheme, a moratorium or bankruptcy has been applied for or granted with regard to the Client;
- in the event the Client has otherwise lost the power to dispose of his capital.

8.3 The right referred to in article 8.2 can also be exercised by PostNL if no Services have been purchased that were charged via the relevant client number for more than six consecutive months.

8.4 PostNL will repay the Deposit amount to the Client within 30 days after the date of the written notice (or confirmation) of the withdrawal of the client number by PostNL. Any due and payable invoice amounts, as well as any interest thereon as referred to in article 6.1 and the extrajudicial costs as referred to in article 6.2 will first be set off against the Deposit amount.

Article 9
Complaints / set-off

9.1 If the Client does not agree with the invoice amount or part thereof, he must notify PostNL of this within 3 months as from the invoice date. PostNL has the right to charge administrative expenses. Without counterevidence from the Client, PostNL's records are decisive. Submitted claims do not suspend the Client's payment obligations.

9.2 Without PostNL's prior written consent the Client will not be entitled to set off the invoice amount or part thereof against any claim against PostNL.

Article 10
Final provision

10.1 These payment conditions apply as from 1 January 2013 and can be referred to as: Conditions of payment for services provided on account.

10.2 PostNL has the right to change these payment conditions, and to also declare the changed payment conditions applicable to existing agreements.

10.3 If PostNL declares the changed payment conditions applicable to existing agreements, it will give notice of these changes in good time. The changed payment conditions will take effect 30 days after they have been notified in writing or at such later date as referred to in the notification.

10.4 If the Client does not want to accept a change in the payment conditions, he may terminate the agreement concerned as from the date on which the changed payment conditions will take effect.

10.5 Dutch law shall govern these payment conditions.

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