

# General Conditions

for the Universal Postal Service 2012

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# Introduction

1. Royal PostNL provides the universal postal service in the Netherlands, as stipulated in the Postal Act 2009 [Postwet 2009] and the related legislation. The Postal Act stipulates, inter alia, which Mail Items Royal PostNL must convey and which other postal conveyance services Royal PostNL must offer and provide, and also defines the liability of Royal PostNL, and restriction thereof, if the company fails imputably to comply with its obligations. These General Conditions describe, inter alia, the requirements set for Mail Items and the conditions under which postal conveyance is performed.
2. These General Conditions of Royal PostNL were drafted in consultation with the Dutch Consumers' Association [Consumentenbond] under the terms of the Self-Regulation Co-ordination Group [Coördinatiegroep Zelfreguleringsoverleg] of the Social and Economic Council [SER] and are effective from 1 January 2012. These General Conditions of Royal PostNL were drafted in consultation with the Dutch Consumers' Association [Consumentenbond] under the terms of the Self-Regulation Co-ordination Group [Coördinatiegroep Zelfreguleringsoverleg] of the Social and Economic Council [SER] and are effective from 1 January 2012. The Self-Regulation Co-ordination Group has indicated that it would appreciate the source being included whenever text from these General Conditions is cited. These General Conditions may be cited as the General Conditions for the Universal Postal Service [AVP].
3. These general conditions are available for inspection at all postal outlets and can be downloaded from [postnl.nl](http://postnl.nl). They are available free on request from PostNL Consumer Service on 0900 0990 (€0.10 per minute within the Netherlands).

# General Article 1

## Definitions and scope

### 1.1 Definitions

In these General Conditions the following definitions apply:

- a. **Supplementary Provisions:** the supplementary provisions included in these General Conditions regarding International Bulk Mail;
- b. **Sender:** the natural person who or legal entity that enters into an Agreement with Royal PostNL;
- c. **General Conditions:** the General Conditions for the Universal Postal Service;
- d. **Delivery:** delivery of the Mail Items to the address stated on these;
- e. **Letterbox:** a letterbox intended for the Delivery of Mail Items;
- f. **Letterbox Mail:** items no larger than 38 x 26.5 x 3.2cm and no heavier than 2kg that can be deposited in a Public Postbox;
- g. **Royal PostNL:** Koninklijke PostNL B.V. The term “employees of Royal PostNL” as used in these General Conditions will be construed to include employees of third parties contracted by Royal PostNL to undertake activities in the performance of services provided under these General Conditions;
- h. **Non-Letterbox Mail:** Mail Items no larger than 100 x 50 x 50cm and no heavier than 10kg for domestic Mail Items (and 20kg for international Mail Items) that do not meet the conditions set for Letterbox Mail. Mail Items larger or heavier than the maximum size or weight specified in these provisions are not covered by these General Conditions. For all Non-Letterbox Mail sent within the Netherlands the Track & Trace service applies; this service is optional for international Non-Letterbox Mail without a Service;
- i. **Undeliverable Mail Item:** a Mail Item that cannot be delivered to the address stated on the Mail Item. A Mail Item refused immediately by the addressee or that is not collected by the addressee at a Postal Outlet by the date specified is also deemed to be an Undeliverable Mail Item;
- j. **Agreement:** the agreement between Royal PostNL and the Sender of the Mail Item regarding the performance of Conveyance under the Universal Postal Service;
- k. **Parcel Stamp:** a stamp provided by Royal PostNL for Non-Letterbox Mail showing pre-payment of the rate due for the performance of the service under the Universal Postal Service;
- l. **Mail Item:** an addressed Item that falls under either the category of Letterbox or Non-Letterbox Mail;
- m. **Conveyance:** the combination of actions undertaken by Royal PostNL that result in the Delivery of Mail Items;
- n. **Postal Outlet:** a service outlet where Mail Items may be handed over for Conveyance; within these General Conditions this is also deemed to include PostNL business counters;
- o. **Postage Stamp:** a stamp provided by Royal PostNL or a stamp impression printed on postcards or on other forms provided by Royal PostNL. A Postage Stamp is also deemed to include a printed stamp, a franking mark printed using a franking machine and a computer-generated franking mark authorised by Royal PostNL showing pre-payment of the rate due for the performance of the service under Universal Postal Service;
- p. **Service:** specific services offered by Royal PostNL as part of the Universal Postal Service, these being the registered service and insured mail service;
- q. **Public Postbox:** a postbox intended for the general public installed in a public area by Royal PostNL, into which Senders may deposit their Letterbox Mail;
- r. **Universal Postal Service:** the universal postal service as stipulated in the Postal Act 2009 and the related legislation;
- s. **Item:** a Mail Item handed over to Royal PostNL for Conveyance.

### 1.2 Scope

These General Conditions apply to all Agreements for the performance of the Universal Postal Service for the Conveyance of Mail Items.

# Article 2

## Formation of the Agreement

- 2.1** The Agreement is formed when Letterbox Mail with sufficient postage is deposited into a Public Postbox or when Mail Items are handed over at a Postal Outlet for the specified rate. The opening times of Postal Outlets and collection times for Public Postboxes will be displayed at the Postal Outlet and on the Public Postbox, respectively.
- 2.2** Agreements to which these General Conditions apply will remain in force if the legal form of Royal PostNL is altered.

# Article 3

## Refusal and suspension of the Agreement

- 3.1** Royal PostNL may refuse to enter into an Agreement, or may suspend the performance of a previously formed Agreement, stating, if possible, the reasons therefor, if one or more of the circumstances listed below is found to prevail:
- a.** the Mail Item does not comply with the requirements, as specified by Royal PostNL, regarding franking, weight, size, contents, address, format and/or packaging;
  - b.** the provision of the service would give rise to a conflict with the law, an international postal treaty or other international treaty;
  - c.** the Conveyance of the Mail Item would cause a danger to persons and/or property;
  - d.** the information provided by the Sender is incomplete or incorrect;
  - e.** the address side of the Mail Item bears any postage stamps, printed stickers or similar other than those issued or provided by Royal PostNL;
  - f.** the address side of the Mail Item bears one or more Postage Stamps issued by Royal PostNL that have been processed in such a way that they cannot be cancelled in the normal way;
  - g.** the Mail Item bears stamps, imprinted stamps or other marks, computer-generated franking marks or imitations of marks or imprints, which, because of their similarity to these, may be confused with stamps, marks or imprints issued or used by Royal PostNL.
- 3.2** If the Agreement is suspended, the Mail Item will, where possible, be returned to the Sender, possibly subject to payment, the reasons for suspending the Agreement will be stated and the Agreement will be terminated.

# Article 4

## Performance of the Agreement

- 4.1** The Agreement will be seen to have been fulfilled upon delivery of the Mail Item sent by Sender by Royal PostNL in accordance with these General Conditions.
- 4.2** The Agreement does not entitle the addressee to Delivery; the addressee may not avail himself or herself of the provisions of these General Conditions.
- 4.3** Royal PostNL will make every effort to deliver Mail Items undamaged to the address stated on the Mail Item within a reasonable period of time. Royal PostNL provides no guarantee however.
- 4.4** An Undeliverable Mail Item will be returned to the Sender free of charge if:
- a.** it cannot be delivered to the address stated on the Mail Item;
  - b.** the addressee does not collect this from the Postal Outlet by the specified date;
  - c.** the addressee refuses, without opening the closed or sealed items or examining the contents, to take delivery of the Mail Item or immediately thereafter and closed or sealed items have not been opened and the contents have not been examined.
- 4.5** Undeliverable Mail Items, including Mail Items refused by the addressee, that cannot be returned to the Sender will be destroyed, with the exception of Mail Items deemed to be of value to the Sender, which will be retained for one year, after which time they will pass to Royal PostNL.

# Article 5

## Rates

- 5.1** Royal PostNL will publish the rates payable for the services performed under the Universal Postal Service. The latest version of the rates card is available for inspection at Postal Outlets. The rates are also published at [postnl.nl](http://postnl.nl). The rates depend on the type of Mail Item, the weight, the means of franking and any Services provided. The rate for an international Mail Item also depends on the country to which it is being sent.
- 5.2** The Sender handing over a Mail Item at a Postal Outlet for Conveyance must provide the information required to determine the applicable rate. Royal PostNL reserves the right to verify the accuracy of information provided.
- 5.3** All amounts payable will be subject to the taxes and other charges that Royal PostNL is obliged to levy.

# Article 6

## Payment

- 6.1** In principle, all amounts due will be payable by the Sender prior to Conveyance, unless otherwise agreed in writing.
- 6.2** If an agreement relating to business reply items has been concluded between the addressee of a Mail Item without Services and Royal PostNL, the charge due for the conveyance under said agreement of the Mail Item without Services to the business reply number in question will be payable by the addressee.
- 6.3** An unfranked Mail Item or a Mail Item bearing insufficient postage may be returned to the Sender for the correct postage to be affixed. If the Sender refuses to affix the correct postage or if the Sender is unknown, the Mail Item will be deemed an Undeliverable Mail Item. If considered more effective, Royal PostNL may deliver an unfranked Mail Item or Mail Item bearing insufficient postage to the addressee and request payment from the addressee for the amount of postage owed plus an administration charge. The Sender is liable for payment of the amount charged to the addressee if it emerges that Royal PostNL cannot collect this amount from the addressee.

# Article 7

## Protection of personal data

- 7.1** Royal PostNL 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 - cbpweb.nl] under the designation “postaal vervoer” [postal conveyance].
- 7.2** Except for the purposes stated above, Royal PostNL will not disclose to third parties any personal data or, in general, any information concerning Mail Items that it processes in connection with the performance of the Agreement unless it is required to do so by law.
- 7.3** Royal PostNL will only examine the contents of Mail Items handed over unsealed to ascertain, insofar as this concerns Undeliverable Mail Items, the address of the Sender or the addressee. The Sender must enable Royal PostNL to perform a check on Mail Items the Sender wishes to send and may be requested to show the contents of a Mail Item.
- 7.4** In accordance with the Postal Act 2009, where necessary to ascertain the address of the Sender or addressee, sealed Undeliverable Mail Items will only be opened for examination of the contents pursuant to an order of the sub-district court of The Hague. In such cases, Royal PostNL must respect the inviolability of the mail as laid down in the Constitution.

# Article 8

## Additions and amendments

Royal PostNL will only amend these General Conditions in consultation with the Dutch Consumers' Association [Consumentenbond].

# Article 9

## Liability of Royal PostNL

**9.1** Except in the cases specified below, Royal PostNL is not liable for damage arising during the performance of the Agreement.

**9.2** Subject to the provisions of the Postal Act and the Universal Postal Convention (see upu.int), Royal PostNL will only be liable to the Sender for direct damage, resulting from a breach of duty on the part of Royal PostNL, arising directly from the Conveyance of Mail Items for which a Service has been requested. Unless specifically stated otherwise in these General Conditions, in no event will Royal PostNL be liable for consequential damage (including, but not limited to, loss of income, delays, etc.).

**9.3** Subject to the provisions of Articles 9.1 and 9.2 and insofar as the provisions of these General Conditions have been met, the following applies:

The maximum liability for Mail Items with a Service (see Article 18 for the relevant provisions) is:

- a.** for registered Letterbox Mail: €50 per Mail Item.
- b.** for registered Non-Letterbox Mail: €500 per Mail Item. If the provisions are not met (including, but not limited to, the Sender submitting proof of posting or other documentary evidence), the maximum compensation will be €50 per Mail Item. In the case of registered international Non-Letterbox Mail, the stated compensation of €50 will be increased by €5 for each kilogram, or part thereof, to a maximum of €100 per Mail Item. Accordingly, the maximum compensation for a registered international Non-Letterbox Mail item weighing up to 20kg in such a case is €150.
- c.** for Mail Items sent with the insured mail service: the amount stated by the Sender when the Agreement was concluded, to a maximum of €5,500 per Mail Item, subject to the provisions in Article 18 of these General Conditions. If the provisions are not met (including, but not limited to, submission by the Sender of the supporting documentation), the maximum compensation will be €50 per Mail Item. In the case of international Non-Letterbox Mail, the stated compensation of €50 will be increased by €5 for each kilogram, or part thereof, to a maximum of €100 per Mail Item. Accordingly, the maximum compensation for an international Non-Letterbox Mail item with the insured

mail service and weighing up to 20kg in such a case is €150.

**9.4** Royal PostNL will determine whether the Sender is entitled to any compensation, as stated under Article 9.3, on the basis of the supporting documents submitted by Sender, such as the original proof of posting, purchase or sales receipt and/or any other legally admissible proof of the value of the contents.

**9.5** Where compensation is paid for the loss of an international Non-Letterbox Mail item with a Service (i.e. the registered or the insured mail service) or because the damage to such an Item is such that the contents have become worthless, the amounts paid for postage, less the insured mail service fee (i.e. €1.30 for registered Non-Letterbox Mail items and €6.80 for Non-Letterbox Mail items with insured mail service) will also be refunded.

**9.6 1.** Notwithstanding the foregoing, the Sender 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 Mail Item;
- b.** inadequate packing;
- c.** incorrect or incomplete address;
- d.** any cause attributable to the Sender;
- e.** circumstances of force majeure, including, but not limited to, strikes and floods;
- f.** seizure on the orders of a competent authority.

The Sender will be reimbursed for the charges paid for sending only in the case of the loss of an international Mail Item due to force majeure circumstances.

**2.** Further to the foregoing, the Sender of a registered Mail Item will not be entitled to compensation if the damage involves an international Mail Item containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector's item or any other valuables.

- 9.7** To qualify for compensation, the Sender must submit a claim to Royal PostNL within the period specified below:
- a.** for the loss of a domestic Mail Item with a Service, within twelve months of the day after the day of posting;
  - b.** for the loss of an international Mail Item with a Service, within six months of the day after the day of posting;
  - c.** for damage to a Mail Item with a Service, at the earliest possible opportunity after the damage is discovered.

When a query regarding a missing Mail Item with a Service is submitted, this will be deemed to be a request for compensation from the moment the loss of the Mail Item is established.

- 9.8** A domestic Mail Item will be deemed to be lost if it has not been delivered and has not been located within thirty days of the date of posting. An international Mail Item will be deemed to have been lost if it has not been delivered within a reasonable period, taking into account the circumstances of Conveyance to and in the country of destination.

# Article 10

## Liability of the sender

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

# Article 11

## Complaints, disputes and applicable law

**11.1** Royal PostNL provides telephone numbers for complaints concerning the performance of the Agreement: if the Sender is a private consumer the number to call is 0900 0990 (€0.10 per minute within the Netherlands), and if the Sender is a business customer the number within the Netherlands is +31 88 868 6868. Royal PostNL endeavours to settle complaints as quickly as possible, and in any case within thirty days. If the substance of the complaint cannot be dealt within this period, Royal PostNL will inform the person submitting the complaint why it is not reasonably possible to deal with the matter sooner and will also inform them of the latest date on which they can expect to hear the outcome of the complaint. If necessary for the proper handling of complaints, Royal PostNL may require that the complaint be submitted in writing.

**11.2** If the Sender is a private consumer and a dispute continues between Royal PostNL and this Sender, or if Royal PostNL does not reply on the substance of the complaint within the prescribed period of thirty days (or longer if a different period has been set) from the time of submitting the complaint, for a complaint-handling fee of €25 the Sender may refer the complaint electronically to the Postal Disputes Committee at [geschillencommissie.nl](http://geschillencommissie.nl) or by post to Geschillencommissie Post, Postbus 90600, 2509 LP The Hague. The Sender may also request a complaint form by calling 070 310 5310 (in the Netherlands). A complaint must be submitted to the Postal Disputes Committee within six weeks of the date of the written response from Royal PostNL or after expiry of the prescribed period.

**11.3** Any dispute arising from these conditions – or the rules, regulations and rates based on them – between Royal PostNL and a Sender who is a private consumer may be brought to the Postal Disputes Committee, which will issue a binding recommendation on the issue, applying its prescribed procedure. If the aforementioned Sender does not wish to take the complaint to the Postal Disputes Committee or if the latter is precluded from hearing the complaint, the Sender may take the complaint to the civil courts.

**11.4** All Agreements are subject to Dutch law.

# Article 12

## Lapse of rights

All claims arising from an Agreement will lapse one year from the day after the day of posting. An enquiry about a Mail Item or a claim for compensation received by Royal PostNL within the period prescribed will preclude any lapse of rights.

# Article 13

## Shape, packaging, addressing, size, weight and contents

### 13.1 Form

All envelopes, cards and postcards must be rectangular. Postcards without envelopes must also have a flat surface.

### 13.2 Packaging

1. The packaging for Mail Items must at least meet the following minimum requirements:
  - a. the seal or closure of the Mail Item must be appropriate to contents of the Mail Item;
  - b. the packaging for the Mail Item must be of sufficient quality, safe and sturdy and must be appropriate to the weight and measure of fragility of the contents;
  - c. the packaging should be of such a nature that it will not cause the loss of or damage to the contents, damage to other Mail Items, or injury to employees of Royal PostNL or third parties;
  - d. the packaging must be such that there is no possibility of other Mail Items becoming inadvertently inserted into the Mail Item;
  - e. if an envelope opens on the side this opening must be to the right of the address.
2. Mail Items in card form may also be sent without packaging as long as these are made of sufficiently strong card.

### 13.3 Address details

1. All Mail Items must bear the name of the addressee followed by the full postal address, either stated directly on the Mail Item or on a label affixed to it. Full address is understood to mean the street name and house number (including any house number suffix), or the PO Box number or business reply number, in combination with the postcode and town/city of the addressee.
2. An additional requirement for international Mail Items is that the country of destination must be stated on the Mail Item either in Dutch or in English. The address should preferably be written on four lines. The town or city and the country of destination should be shown in block capitals. These Mail Items must also display a Sender address or return address in the upper left-hand corner on the address side or else on the reverse side of the Mail Item.

### 13.4 Size and weight

1. Minimum measurements:

Mail Items may not be smaller than 14cm long and 9cm wide. Smaller Mail Items will be accepted if they have an address label attached measuring at least 7 x 10cm. A cylindrical Mail Item must not be smaller than 10cm long, and the sum of the length and twice the diameter must not be less than 17cm.
2. Maximum measurements:

The maximum size for a Letterbox Mail item is 38 x 26.5 x 3.2cm. Mail Items in card form sent without an envelope may not be larger than 16.2 x 23.5cm. The maximum size for a Non-Letterbox Mail item is 100 x 50 x 50cm.
3. Maximum weight:

The maximum weight for a Letterbox Mail item is 2kg and for a Non-Letterbox Mail item sent within the Netherlands 10kg. The maximum weight for an international Non-Letterbox Mail item without Track & Trace is 2kg. For a Non-Letterbox Mail item with Track & Trace and an international Non-Letterbox Mail item with a Service the maximum weight is 20kg.\*

*\* Domestic Non-Letterbox Mail items weighing more than 10kg and international Non-Letterbox Mail items with Track & Trace and weighing more than 20kg are subject to the provisions of the latest version of the General Conditions for the Transport of Goods [AVG].*

### 13.5 Content

1. Live animals may not be sent by post. Any substance referred to in the Carriage of Dangerous Substances Act [Wet Vervoer Gevaarlijke Stoffen] may not be sent by post.
2. Royal PostNL does not provide special handling for fragile goods (e.g. consumer electronics, glass and ceramics, etc.).
3. If the Sender is sending a Mail Item containing goods to a destination outside the European Union, the Sender must fill in the prescribed form – provided by Royal PostNL – fully and accurately in English. The form is available from Royal PostNL. It is the responsibility of the Sender to become acquainted with the import regulations applicable in the country of destination.
4. International Mail Items containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector's item or any other valuables may only be sent as a Mail Item using the insured mail service (see also Article 18.2).

# Article 14

## Franking

### **14.1 General**

Mail Items will be delivered if these bear the correct amount of postage in Postage Stamps or Parcel Stamps issued by Royal PostNL. A Mail Item bearing a Parcel Stamp must be handed over for dispatch at a Postal Outlet. A customer may also present unfranked Mail Items for franking by the staff of a Postal Outlet.

**14.2** Mail Items will be deemed to be sufficiently franked if they bear at least the required amount of postage – according to the latest version of the Royal PostNL Rates brochure – in unused, valid Postage Stamps or Parcel Stamps.

**14.3** Postage Stamps must be affixed or appear in the upper right-hand corner of the address side of the Mail Item. If the Mail Item does not comply with the requirements concerning postage, Royal PostNL reserves the right to take certain measures, including, but not limited to, those stated in these General Conditions.

**14.4** Valid, unused Postage Stamps issued by Royal PostNL may not be returned for refund.

### **14.5 Use of franking machines**

Franking marks will be deemed valid if produced by a franking machine for which there is a written franking agreement between the user and Royal PostNL and only if the user has complied with the terms agreed for the franking machine.

### **14.6 Use of Parcel Stamps**

Royal PostNL will decide which Parcel Stamps will be available for sale and which Parcel Stamps are no longer valid. Unused Parcel Stamps that are no longer valid may be exchanged for valid Parcel Stamps during a period to be determined by Royal PostNL.

### **14.7 Other provisions**

Royal PostNL reserves the right to prevent repeated use of Postage Stamps and Parcel Stamps on Mail Items by cancelling them with a stamp or by other means. Royal PostNL reserves the right to place markings on any Mail Items handed over for Conveyance if required for sorting and/or Delivery purposes.

# Article 15

## Posting

### **15.1 General**

Mail Items may be deposited into a Public Postbox or handed over at a Postal Outlet. Mail Items with a Service are subject to special conditions (see Article 18 and elsewhere).

### **15.2 Issue of proof of posting receipt**

Mail Items for which the Sender receives a proof of posting receipt must be handed over at a Postal Outlet, accompanied by the appropriate forms supplied by Royal PostNL. For Mail Items posted in this way the Sender will receive a proof of posting receipt displaying the date of posting and the identification number of the Mail Item.

# Article 16

## Track & Trace

The following articles apply to Letterbox Mail with a Service and Non-Letterbox Mail, with the exception of Non-Letterbox Mail weighing up to 2kg without a Service and without Track & Trace.

- 16.1** The Sender of the aforementioned Mail Items can follow the delivery status via [tracktrace.nl](https://tracktrace.nl). Royal PostNL undertakes to do its utmost to enable the tracking and tracing of the aforementioned Mail Items via its Track & Trace application. Royal PostNL is, however, in no case liable for damage and/or costs incurred by the Sender as the result of the Track & Trace functionality being unavailable at any time.
- 16.2** Parcels must be sent using the dispatch forms made available by Royal PostNL. Track & Trace can be used to track international Mail Items outside the Netherlands where possible and permitted, and in accordance with the rules that apply to this in the country of destination.

# Article 17

## Method of dispatch: International

### **Priority**

International Mail Items may be sent “Priority”, meaning these are given priority treatment in the Netherlands and in the country of destination. Priority mail must bear a Priority label or mark or a special Priority stamp. Priority labels are available at all Postal Outlets and the Priority mark can be downloaded from [postnl.nl](http://postnl.nl).

# Article 18

## Services

On request, Mail Items may be sent using one of the following Services: “registered” and “insured mail”. When using the registered or the insured mail service, the name and address of the addressee and the Sender must be stated fully, clearly and indelibly on Mail Items.

### 18.1 Registered

1. Any Mail Item, with the exception of Non-Letterbox Mail without Track & Trace, may be sent registered on request.
2. The contents of registered Mail Items can be insured up to a maximum of €50 for Letterbox Mail and up to €500 for Non-Letterbox Mail.
3. A registered Mail Item will only be handed over to the addressee, an authorised representative of the addressee or an adult living at the same residence or, in the case of Undeliverable Mail Items, to the Sender, an authorised representative of the Sender or an adult living at the Sender’s residence. A signature will be required from the person accepting delivery of a registered Mail Item. On delivery, registered international Mail Items will be handed over in accordance with the rules that apply in the country of destination.

### 18.2 Insured mail service

1. On request, Mail Items may be sent using the insured mail service. International Mail Items may only be sent using the insured mail service if the postal service in the country of destination accepts this service. Royal PostNL reserves the right to exclude certain countries from its list of destination countries for which the insured mail service is available.
2. The contents of Mail Items sent using the insured mail service may be insured up to a maximum of €5,500.
3. A Mail Item sent using the insured mail service will only be handed over to the addressee or an authorised representative of the addressee or, in the case of Undeliverable Mail Items, to the Sender or an authorised representative of the Sender. A signature will be required from the person accepting delivery of a Mail Item sent using the insured mail service. On delivery, international Mail Items sent using the insured mail service will be handed over in accordance with the rules that apply in the country of destination.

4. The Sender must use a Sealbag®\* to send Letterbox Mail items containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector’s item, or any other valuables.
5. When sending Letterbox Mail using the insured mail service to countries outside the Netherlands, the Sender must use a Sealbag® regardless the contents of the Mail Item, and must state the value of the contents in figures on the Sealbag®.
6. When sending Non-Letterbox Mail using the insured mail service, the Sender must seal the Mail Item using special tape intended for this purpose and mark this in such a way that the Mail Item cannot be opened without leaving external traces.

*\*Sealbag® is available at most Postal Outlets and can be requested via [postnl.nl](http://postnl.nl).*

# Article 19

## Signature on delivery

- 19.1** Signature on delivery is a standard part of the service for Domestic Mail Items sent with a Service. The signature on paper or formed electronically by signing the handheld computer serves as the proof of Delivery. A copy of the signature on delivery for international Mail Items sent using a Service will be provided on the Sender's request.
- 19.2** The Sender agrees in advance that, in the event of more than one Mail Item being delivered to an addressee at the same time, the addressee will only be required to sign once for all Mail Items received at that time and that this signature on delivery will then be duplicated electronically by Royal PostNL as proof of Delivery.

# Article 20

## Delivery: domestic mail

### 20.1 General

1. Domestic Mail Items are delivered every day with the exception of Sundays and official public holidays, unless this cannot reasonably be expected of Royal PostNL. Registered Letterbox Mail Items and Letterbox Mail Items sent using the insured mail service are not delivered on Saturdays.
2. Mail Items sent without Services will generally be delivered by being deposited through the Letterbox at the address specified on the Mail Item.
3. Non-Letterbox Mail items will be handed over in person at the address stated on the Mail Item, after receiving a signature on delivery where required (see Article 19). In flats where there is an intercom but no lift, the addressee may be asked to take receipt of such mail downstairs.
4. If there is no answer at the address stated on the Mail Item when the delivery attempt for Mail Items with a Service is made, a written note will be left indicating how and when the addressee may collect the Mail Item.
5. If a Mail Item is addressed to a PO Box, it will be placed, where possible, in the PO Box. If this is not possible a written note will be placed in the PO Box indicating the arrival of the Mail Item.
6. Mail Items addressed to a Business Reply number will be delivered to the address corresponding to that Business Reply number, i.e. the address agreed with the holder of the Business Reply number.
7. If a Mail Item is handed over elsewhere than at the home of the addressee, the person taking receipt of the Mail Item may be asked to produce proof of identification.

### 20.2 Special rules for Delivery in the event that the addressee of a domestic Non-Letterbox Mail item without a Service is absent during a delivery attempt and the Mail Item cannot be placed into the Letterbox.

1. If there is no one at the address stated on the Mail Item to take receipt of a Non-Letterbox Mail item without a Service, Royal PostNL will, if possible, deliver this to a neighbouring address, in which case a note to this effect will be left in the Letterbox of the addressee. The conveyance and the responsibilities under the Agreement will end when the Mail Item is delivered to the neighbouring address. Mail Items sent using a Service will under no circumstances be delivered to a neighbouring address.

2. If a Non-Letterbox Mail item without a Service cannot be delivered to either the address stated on the Mail Item or a neighbouring address, a note will be left in the Letterbox of the addressee stating that a second delivery attempt will be made on the following working day. If delivery also proves impossible on the following working day, a second note will be left in the Letterbox of the addressee stating where and when the addressee can collect the Mail Item.
3. Royal PostNL will not attempt to leave a Non-Letterbox Mail item without a Service at a neighbouring address if the Sender has indicated on the Mail Item that Royal PostNL is to deliver it to the address of the addressee only\*. In such a case, if the delivery attempt to the home of the addressee fails, Royal PostNL will leave a note stating where and when the addressee can collect the Mail Item.

### 20.3 Special rules for the Delivery of Mail Items with a Service

1. When a Mail Item with a Service is delivered to the address stated on this Item, the person taking receipt may be required to produce proof of identification before signing to take delivery.
2. If a Mail Item as referred to above is not delivered at the address stated on the Mail Item, it will be handed over only if the person who signs for it can show that they are the person lawfully entitled to it.

\*"Alléén huisadres" (deliver to stated address only) labels are available free of charge from all Postal Outlets.

#### 20.4 Rules for Delivery in special cases

1. Letterboxes must comply with the rules governing placement, size, et cetera specified by law and in regulations. If there is no Letterbox at the specified address, or if this does not meet the requirements set for this, Mail Items intended to be delivered to that Letterbox will be deemed to be undeliverable after Royal PostNL has instructed the addressee by letter to install a Letterbox that satisfies the requirements and if the addressee has not done so within a period of one month (three months in new cases). Royal PostNL may immediately treat Mail Items 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.
2. Mail Items for addressees temporarily residing in holiday homes situated in holiday villages, or in allotment gardens, campsites, marinas or similar 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. Mail Items 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. Where a Mail Item requiring a signature on delivery (see Article 19) is to be delivered, or if a Mail Item is not suitable to be put through a Letterbox, the procedure to be followed will be decided by agreement in each individual case.
4. Mail Items for insolvents 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.
5. Mail Items addressed to a deceased person will be delivered to the address stated on the Mail Item in question, unless the heirs have requested, by means of (i) registering for the forwarding service for mail addressed to deceased persons\* or (ii) upon presentation of an instrument drawn up by a notary public stating that such mail be delivered to one of them or to the executor or executrix of the estate. In such

cases, Mail Items requiring a signature on delivery will be handed over to a person authorised by all the heirs or to the executor or executrix of the estate.

6. Mail Items addressed to a natural person or a legal entity that has concluded a contract 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.

*\* These specific services can be requested from an affiliate of Royal PostNL.*

# Article 21

## Delivery: international

Depending on the country of destination, international Mail Items are conveyed either by the national postal operators in the particular country or through Royal PostNL's own delivery network. Mail Items are delivered abroad in the manner customary in the country of destination. Mail Items with a Service are only handed over by the national postal operators to the addressee or their representative after they have signed for receipt of the Mail Item, or after proof of delivery is established in another manner acceptable in the country of destination.

# Supplementary Provisions concerning International Bulk Mail Consignments

Where there is a conflict of provisions between these Supplementary Provisions and the provisions of the General Conditions, the Supplementary Provisions will prevail

## Definitions

In addition to the definitions stated in Article 1.1 of the General Conditions, the following definitions apply:

### International Bulk Mail:

Letterbox Mail Items or Non-Letterbox Mail Items handed over for Conveyance as a consignment in at least the quantity stated by Royal PostNL as the minimum and which at least meet the minimum order amount set by Royal PostNL.

The rate payable for sending international Mail Items will be determined by the nature and contents of the Mail Items, the homogeneity or heterogeneity of the consignment handed over, whether or not the Mail Items are sorted, the number of Mail Items, the physical attributes, the size and the weight or average weight per item within the consignment, the rate zone and the service level.

### Direct Mail Items:

Mail Items with communications comprised exclusively of advertising, marketing or publicity material with an identical message, with the exception of the name, address and identification number of the addressee or other changes that do not alter the message itself. Direct Mail includes, in addition to mailings and advertising leaflets, printed matter without variables, newspapers and magazines\*;

## Agreement formation

Notwithstanding the provisions of Article 2 of the General Conditions, the following provisions apply:

Royal PostNL requires that a written Agreement be concluded when sending consignments of International Bulk Mail. This must be done by means of a person authorised to conclude such an Agreement entering the required details on an order form made available by Royal PostNL for this purpose and signing this form.

\* Enclosure of small objects of little monetary value (gadgets) to increase the attention value with the addressee is permitted subject to conditions. For these conditions see [postnl.nl](http://postnl.nl) or call PostNL Business Service on +31 88 868 6868.

## Refusal and suspension of the universal postal service

In addition to the provisions of Article 3.1 of the General Conditions, the following provisions apply: Royal PostNL may refuse to convey International Bulk Mail consignments if these do not display a Sender address or return address, stating the reasons for this refusal.

## Rates and charges

Notwithstanding the provisions of Article 5.2 of the General Conditions, the following provisions apply:

The Sender of International Bulk Mail consignments must provide the details required to determine the appropriate rate for the consignment by entering these details on a form provide by Royal PostNL for this purpose. Royal PostNL will determine the amount due by counting, weighing or measuring.

## Payment

Notwithstanding the provisions of Article 6.1 of the General Conditions, the following provisions apply:

Payment of the amounts due for sending consignments of International Bulk Mail will be settled using a single direct debit mandate. Payment on account is also an option if this has been agreed in writing, in which case the provisions of the latest version of PostNL's Conditions of Payment for Services Provided on Account apply.

## Protection of personal data

In addition to the provisions of Article 7.1 of the General Conditions, the following provisions apply:

Royal PostNL also uses the data it records in the performance of the Agreement concerning International Bulk Mail for its own commercial acquisition purposes or those of third parties. If the person concerned does not wish their data to be disclosed to third parties, they may lodge an objection with PostNL Legal Affairs, PO Box 30250, 2500 GG The Hague, The Netherlands, stating their name/company name, address and postcode.

## Liability of Royal PostNL

In addition to the provisions of Article 9.6 of the General Conditions, the following provisions apply: The Sender of a consignment of International Mail will not be

entitled to compensation or repayment of postal charges if the foreign postal service suspends delivery of the consignment or a part thereof until the Sender agrees to make an additional payment of the rate determined in international postal consultations, or a portion thereof, or if the foreign postal service refuses the consignment completely, either retaining the consignment or returning it to Royal PostNL, in each case stating its reasons for its actions.

payment of the rate determined in international postal consultations, or a portion thereof, or return the Mail Items.

#### **Packaging, addressing, size, weight and contents**

In addition to the provisions of Article 13.3(2) of the General Conditions, the following provisions apply:

International Bulk Mail Items must bear a Sender address or return address, which must be an address in the Netherlands.

#### **Franking**

Notwithstanding the provisions of Article 14 of the General Conditions, the following provisions apply:

International Bulk Mail Items may only be franked using the franking mark “PostNL Port betaald / Port Payé Pays-Bas” or “PostNL Port betaald / Postage Paid the Netherlands”.

#### **Method of dispatch: international**

Notwithstanding the provisions of Article 17 of the General Conditions, the following provisions apply:

Under specific conditions to be set by Royal PostNL, the Sender has the option of using either the Priority or the Standard service when sending International Bulk Mail. International Bulk Mail Items sent using the Standard service take several working days longer to arrive than those sent using the Priority service. When using the Standard service this does not need to be indicated on the Mail Items.

#### **Delivery**

In addition to the provisions of Article 21 of the General Conditions, the following provisions apply:

Foreign postal services may suspend or refuse the delivery of International Bulk Mail consignments that have been handed over for delivery by or on behalf of a Sender or Senders located in their country or a third country, stating the reasons for its actions. Foreign postal services that refuse or suspend delivery on these grounds may, at their discretion, still decide to deliver the Mail Items if the Sender agrees to make an additional

For more information please call +31 88 868 68 68 or visit our website [postnl.nl](http://postnl.nl)



# General Conditions

for the Conveyance of Bulk  
Letterbox Mail 2012

January 2012



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# Article 1

## Definitions and scope

### 1.1 Definitions

In these General Conditions the following definitions apply:

- a. **Handover Location:** a site or facility designated by or on behalf of PostNL M&S for the handing over of Mail Items for Conveyance;
- b. **Optional Service(s):** optional services offered by PostNL M&S; registered and registered with declaration of value/insured conveyance;
- c. **Address:** an address assigned by the local authority, consisting of a street name, house number (with a house number suffix where applicable) or a PO Box or business reply number, in all cases in combination with the postcode and town/city;
- d. **General Conditions:** General Conditions for the Conveyance of Bulk Letterbox Mail [Algemene Voorwaarden voor het vervoer van Partijen Buszendingen – AVPB];
- e. **Delivery:** delivery of a Mail Item to the Address stated on this Mail item;
- f. **Special:** Consignments of Special Mail Items that are homogeneous and meet the minimum and maximum requirements stated in Article 12.4 of these General Conditions;
- g. **Letters:** addressed, written messages on a physical medium, as defined in the Postal Act 2009 [Postwet 2009];
- h. **Letterbox:** a letterbox at the home address or PO Box at the PO Box address for the Delivery of Mail Items;
- i. **Direct Mail:** Mail Items with communications comprised exclusively of advertising, marketing or publicity material with an identical message, with the exception of the name, Address and identification number of the Addressee or other changes that do not alter the message itself. Direct Mail includes, in addition to mailings and advertising leaflets, printed matter without variables, newspapers and magazines\*;
- j. **Single-item Rate:** the single-item rate within the meaning of Article 1(c) of the Postal Decree 2009 [Postbesluit 2009];
- k. **Addressee:** the legal entity or natural person who, according to the address on the Mail Item, is the intended recipient of the Mail Item;
- l. **Mixed:** Consignments of Mail Items that are heterogeneous and where each individual Mail Item meets the minimum and maximum requirements stated in Article 12.4 of these General Conditions;
- m. **Large:** Consignments of Large Mail Items that are homogeneous and meet the general specifications listed in Article 12 and the size and weight specifications that specifically apply to Large Mail Items as listed in Article 12.4 of these General Conditions;
- n. **Customer:** the legal entity or the natural person who has concluded an Agreement with PostNL M&S, or, in the case of a business reply item, the Addressee;
- o. **Small:** Consignments of Small Mail Items that are homogeneous and meet the general specifications listed in Article 12 and the size and weight specifications that specifically apply to Small Mail Items as listed in Article 12.4 of these General Conditions;
- p. **Undeliverable Mail Item:** a Mail Item that cannot be delivered to the Address stated on the Mail Item or that is refused immediately by the Addressee or that is not collected by the Addressee at a Handover Location by the date specified;
- q. **Agreement:** any agreement for the provision of Conveyance services between PostNL M&S and the Customer;
- r. **Consignment (bulk mail):** a number of Mail Items handed over together for Conveyance by PostNL M&S and accepted for Conveyance by PostNL M&S at a rate other than the Single-Item Rate. Consignments of Mail Items, with the exception of Consignments of Mixed Mail Items, may not exceed the product's weight category;
- s. **Periodicals:** Direct Mail, restricted to magazines that provide information of a current and social cultural nature, where no more than 80% of the contents consists of advertising/advertising space, which are publicly available for an indefinite period, are issued at least four times a year, have independent economic significance for the publisher, have an independent editorial team and meet the requirements stated in Article 12.4;
- t. **PostNL M&S:** PostNL Marketing & Sales B.V.;

*\* Enclosure of small objects of little monetary value (gadgets) to increase the attention value with the Addressee is permitted subject to conditions. For these conditions see [postnl.nl](http://postnl.nl) or call PostNL Business Service on +31 88 868 6868.*

- u. Mail Item:** a Letter or other addressed Mail Item, within the meaning of the Postal Act 2009, referred to in the Postal Decree 2009, including Direct Mail;
- v. Conveyance:** the combination of actions undertaken by PostNL M&S for a fee that result in the delivery of Mail Items, as defined in the Postal Act 2009;
- w. Public Postbox:** a postbox in which members of the public may deposit Mail Items for Conveyance within the meaning of Article 16 of the Postal Act 2009;
- x. Transport Document:** a document (or combination of documents) attached to or enclosed with a Mail Item, specifying the details required for Conveyance thereof, such as the sender's address, the Address of the Addressee, barcode and Mail Item number;

## 1.2 Scope

- 1** These General Conditions apply to Mail Items handed over to PostNL M&S for Conveyance. The following categories of Mail Items are subject to the sizes, weights and conditions with respect to size, packaging, message and weight as specified in these General Conditions:
  - (i) Consignment of Mixed Mail Items;
  - (ii) Consignment of Small Mail Items;
  - (iii) Consignment of Large Mail Items;
  - (iv) Consignment of Special Mail Items;
  - (v) Consignment of Mail Items combined with an Optional Service.

# Article 2

## Agreement formation

- 2.1** An Agreement will be formed upon acceptance by PostNL M&S of Mail Items handed over as a Consignment, in accordance with the applicable conditions and instructions, at a Handover Location for Conveyance.
- 2.2** Unless agreed otherwise in writing, Consignments may be handed over from Monday to Friday, except on days generally recognised in the Netherlands as public holidays.
- 2.3** When handing over a Consignment, the Customer must complete and sign an order form. Anyone signing the order form on behalf of the Customer is deemed to be the Customer's legally authorised representative.
- 2.4** When handing over a Consignment of Direct Mail or Periodicals, an additional sample copy must be included for inspection purposes. Consignments of Direct Mail may be handed over for Conveyance sealed, in which case PostNL M&S may perform random checks on the contents.
- 2.5** PostNL M&S 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 and suspension of Conveyance

**3.1** Post NL M&S may refuse to provide Conveyance or may suspend the performance of a previously formed Agreement in the event that:

- a. the Mail Items do not comply with the requirements for franking, weight, size, contents, address format and/or packaging, as set out by PostNL M&S in these General Conditions or otherwise;
- b. the provision of the service would give rise to a conflict with applicable law;
- c. the Conveyance of the Mail Item 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 Mail Items 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.

# Article 4

## Performance of the Agreement

- 4.1.** The Agreement between the Customer and PostNL M&S does not entitle the Addressee to Delivery.\* The Addressee may not avail himself or herself of the provisions of these General Conditions.
- 4.2** Without prejudice to the provisions of Article 15.3, PostNL M&S will make every effort to deliver Mail Items undamaged to the Address stated on the Mail Item in accordance with the agreed service levels. PostNL M&S provides no guarantee thereto.
- 4.3** Without prejudice to its rights and obligations under the Agreement, PostNL M&S reserves the right to contract third parties to perform part or all of the Agreement.
- 4.4** A Mail Item that has been refused by the Addressee will be returned to the Customer provided that the Mail Item is refused upon Delivery or immediately thereafter and that closed or sealed items have not been opened and the contents have not 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** If a Mail Item with an Optional Service has not yet been delivered, the Customer, where reasonably possible, may request its return. The Customer must make a reasonable case that he or she handed over the Mail Item to PostNL M&S for Conveyance. PostNL M&S reserves the right to charge for this service. Any amounts due for the Conveyance will remain payable.
- 4.6** Without prejudice to the provisions of Article 8 of these General Conditions, the Agreement may not be dissolved by a Customer who is 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 Conveyance and for the Optional Services referred to in Article 14 of these General Conditions are stated in the latest version of the PostNL Rates brochure, which can be found on the website [postnl.nl/tarieven](http://postnl.nl/tarieven).
- 5.2** The rate payable for Conveyance will initially be determined by the required delivery speed and then by the homogeneity or heterogeneity of the Consignment, the size and weight of the Mail Item as well as the packaging, contents, quantity, addressing, Handover Location, annual volume and required Optional Services.
- 5.3** Under certain conditions, PostNL M&S may offer to Customers who hand over high-volume Consignments on a regular basis a contract allowing them to benefit from lower rates.
- 5.4** 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 M&S will determine the amount due, where necessary by counting, weighing, measuring or inspecting the Mail Items. PostNL M&S reserves the right to verify the accuracy of information provided by the Customer. The Customer will allow any such verification and may be asked to allow inspection of the contents of the Mail Items. PostNL M&S may perform random checks on the contents where necessary.
- 5.5** Unless agreed otherwise in writing, PostNL M&S is entitled to make available to a professional provider specialising in the field as selected by PostNL M&S or another provider, all data (e.g. weight and quantity) relating to Mail Items that leads to the calculation of the related charges based on the latest version of the PostNL Rates brochure. Said data is supplied to the provider for the purpose of creating a system that allows subscribers to access individualised information relating to media expenditure. In this connection, PostNL M&S is entitled to permit the provider referred to in the previous sentence to display a sample of the Customer's Mail Item in the system used by the provider.
- 5.6** PostNL M&S is entitled to disclose the data, within the meaning of Article 5.5, relating to several senders including the Customer in a combined form or to arrange for this to be done by a third party and, for that purpose, to disclose the relevant data.
- 5.7** PostNL M&S will not be liable to the Customer for losses or damage incurred as a result of the disclosure of information or the use of samples within the meaning of this article. The Customer hereby indemnifies PostNL M&S against any related claims from third parties.
- 5.8** All amounts payable will be subject to the taxes and other charges that PostNL M&S is obliged to levy.

# Article 6

## Payment

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 [Betalingsvoorwaarden voor op rekening verrichte Diensten] will apply.

# Article 7

## Protection of personal data

- 7.1** PostNL M&S 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 applicable law and is registered with the Dutch Data Protection Authority [College Bescherming Persoonsgegevens - cbpweb.nl] under the designation “Postaal vervoer” [postal conveyance].
- 7.2** PostNL M&S also uses personal data to inform the person concerned of products and services of PostNL M&S, its subsidiaries and other directly related companies. It may therefore be necessary to provide these parties with access to the data. If the person concerned does not wish his or her data to be disclosed to third parties, he or she may lodge an objection with PostNL Holding B.V, Legal Affairs, PO Box 30250, 2500 GG The Hague, stating his or her name/company name and full Address.
- 7.3** Except in the cases referred to in Articles 7.1 and 7.2, PostNL M&S will not disclose to third parties any personal data or, in general, any information on Mail Items 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.
- 7.4** The contents of Mail Items handed over unsealed will only be examined insofar as necessary to determine the rate payable for Postal Conveyance or, if the Mail Item is undeliverable, to ascertain the Address of the Customer or the Addressee.
- 7.5** Undeliverable sealed Mail Items will only be opened for examination, where necessary in order to ascertain the Address of the Customer or Addressee, –pursuant to an order of the Subdistrict Section of the District Court of The Hague. In such cases PostNL M&S must respect the inviolability of the mail as laid down in the Dutch Constitution.

# Article 8

## Liability of PostNL M&S

- 8.1** The liability of PostNL M&S for an attributable 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 Mail Item to which Article 14 of these General Conditions does not apply will be deemed to be of no value, except where the Customer demonstrates otherwise. Should the Customer demonstrate that a Mail Item, as referred to in the previous sentence, does have a value, the liability of PostNL M&S as referred to in Article 8.1 for a Mail Item to which Article 14 of these General Conditions does not apply 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** Subject to the provisions of Articles 8.1, 8.2 and 8.6 and insofar as the provisions of these General Conditions have been met, the following applies:  
The maximum liability for Mail Items with an Optional Service (see Article 14 for the relevant provisions) is:
- a.** for a Mail Item sent as registered: a maximum of €50 per Mail Item;
  - b.** for a Mail Item sent as registered with declaration of value/insured conveyance: an amount not exceeding the amount specified by the Customer on conclusion of the Agreement, up to a maximum of €5,500. PostNL M&S is not liable for consequential damage
- 8.4**
- 1.** PostNL M&S 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 foregoing, 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 Mail Item;
    - b.** inadequate packaging;
    - c.** any cause attributable to the Customer;
    - d.** war or armed conflict;
    - e.** seizure on the orders of a competent authority;
    - f.** incorrect or incomplete Address details;
    - 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 M&S at the earliest possible opportunity or within a reasonable period after the damage is discovered.
- 8.6** In order to claim compensation within the meaning of Article 8.3 of these General Conditions, the Customer is required to submit supporting documents, such as the original proof of posting, purchase or sales receipt and/or any other legally admissible proof of the value of the contents. PostNL M&S will determine whether the Customer is entitled to the aforementioned compensation on the basis of the supporting documents submitted by the Customer.
- 8.7** A Mail Item to be delivered in the Netherlands will be deemed to be lost if it has not been delivered and has not been located within thirty days of the date of handing over.
- 8.8** A Mail Item that is found after compensation has been paid for its loss will be returned to the Customer or the Addressee upon repayment of the compensation if either party demands its return within a period of thirty days of being notified that the item has been found.
- 8.9** PostNL M&S may not seek to exclude or limit its liability pursuant to the preceding paragraphs of this article where damage occurs as a result of gross negligence or willful misconduct by PostNL M&S.

\* This value is €3.40 per kilogram.

## Article 9

### Customer's liability

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

# Article 10

## Applicable law and jurisdiction

- 10.1** All Agreements are governed by Dutch law.
- 10.2** Disputes involving financial sums that exceed the maximum monetary amounts for the jurisdiction of the Subdistrict Section of the District Court will be heard in the first instance by the competent court in The Hague.

# Article 11

## Lapse of rights

- 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 rights.

# Article 12

## Shape, Packaging, Addressing, Size, Weight and Contents

Postal Conveyance is possible if the Mail Items meet the provisions of these General Conditions. Additional conditions apply to Mail Items sent using an Optional Service.

### 12.1 Form

Mail Items must be rectangular. Postcards without envelopes must also have a flat surface.

### 12.2 Packaging

1. The packaging for Mail Items must at least meet the following minimum requirements:
  - a. the seal or closure of the Mail Item must be appropriate taking into account the contents of the Mail Item;
  - b. the packaging for the Mail Item must be of sufficient quality, safe and sturdy and must be appropriate to the weight and measure of fragility of the contents;
  - c. the packaging should be of such a nature that it does not cause the loss of or damage to the contents, damage to other Mail Items or other items, or injury to employees of PostNL M&S or third parties;
  - d. packaging must be such that there is no possibility of inserting other Mail Items into it;
  - e. if an envelope opens on the side, this opening must be to the right of the address.
2. In the case of Small and Large Mail Items both the contents and packaging must be made of paper. Small and Large Mail Items may only consist of cards, self-mailers or envelopes.
3. Mail Items in card form must be made of sufficiently strong card so that they may also be sent without packaging.

### 12.3 Address details

1. All Mail Items must bear the name of the Addressee followed by the full postal Address, either stated directly on the Mail Item or on a label affixed to it. The full Address must be stated on Direct Mail.
2. The Customer's full address must appear on all Mail Items in the upper left-hand corner of the side bearing the destination address or may be printed on back of the envelope.

### 12.4 Size and weight

#### 1. Minimum measurements:

Mail Items may not be smaller than 14cm long and 9cm wide.

#### 2. Maximum measurements:

1. The maximum size for a Mail Item is 38 x 26.5 x 3.2cm. The maximum size for Mail Items sent using an Optional Service is 100 x 50 x 50cm.

2. Notwithstanding the provisions of paragraph 1 of this article, a Small Mail Item may not be larger than 22.9 x 16.2 x 3.2cm.

3. Notwithstanding the provisions of paragraph 1 of this article, a Large Mail Item may not be larger than 32.4 x 22.9 x 3.2cm.

#### 3. Maximum weight:

1. The maximum weight of a Mail Item is 2kg and the maximum weight of a Mail Item being sent with an Optional Service is 10kg.

2. Notwithstanding the provisions of paragraph 1 of this article, a Small Mail Item may not be heavier than 50 grams.

3. Notwithstanding the provisions of paragraph 1 of this article, a Large Mail Item may not be heavier than 500 grams.

### 12.5 Contents

1. Prohibited contents: Live animals may not be sent by post. Any substance referred to in the Carriage of Dangerous Substances Act [Wet Vervoer Gevaarlijke Stoffen] may not be sent by post.
2. PostNL M&S does not provide special handling for fragile goods (e.g. consumer electronics, glass and ceramics, etc.).
3. Mail Items containing cash, negotiable instruments, cheques (including traveller's cheques), precious metals, precious stones or any other valuables may only be sent as a Mail Item in a Sealbag® using the declaration of value/insured conveyance service.

# Article 13

## Franking

### 13.1 General

PostNL M&S will determine in which cases, in what way and at what time markings can be used to show that sums payable for Postal Conveyance have been paid. The Customer must adhere to this and assist with the implementation thereof. Specific information on franking can be obtained from [postnl.nl](http://postnl.nl), from the Handover Locations or by calling PostNL Business Service on +31 88 868 6868.

### 13.2 Other provisions

1. PostNL M&S reserves the right to place markings on any Mail Items handed over for Postal Conveyance if required for sorting and/or Delivery purposes.
2. PostNL M&S will not convey any Mail Items bearing franking marks or labels on the Address side other than those issued or supplied by PostNL M&S. The use of labels for the purpose of specifying the Addressee or the Customer is permitted however.
3. Similarly, PostNL M&S will not convey Mail Items bearing franking marks issued by PostNL M&S 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 Mail Items 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 M&S and only if the user has complied with the terms agreed for the franking machine.
5. PostNL M&S will not convey any Mail Items 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 M&S.

# Article 14

## Optional services

### 14.1 Registered service

1. At the request of the Customer, Mail Items may be conveyed with an Optional Service. The rates and surcharges for Mail Items sent using Optional Services are specified in the latest version of the Rates brochure.
2. If a registered Mail Item is lost, damaged or delayed, or if all or a part of the contents are missing, the Customer may claim compensation for the actual loss or damage, including any consequential damage, to a maximum amount of €50.
3. The name and Address of the Addressee and the Customer must be stated fully, clearly and not in pencil on each Mail Item. Registered Mail Items will be handed to the Addressee (see also Article 15.2) or, if undeliverable, returned to the Customer, in exchange for a signed receipt (signature of acceptance).
4. The Customer will be provided with a proof of posting receipt for Mail Items sent using Optional Services.

### 14.2 Registered with declaration of value/insured conveyance (Insured Mail Service)

1. Subject to the applicable weight limits, the value of sealed, registered Mail Items (see Article 14.1) that form part of a Consignment may be insured up to the amount of the actual value of the contents. The value of the enclosed goods or securities must not exceed the declared value, subject to a maximum of €5,500 per Mail Item. The Customer must pack, address, frank and seal\* the Mail Item in such a way that the contents of the Mail Item cannot be removed without leaving external traces. The Customer must use a Sealbag® to send Mail Items containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of art or as a collector's item, or any other valuables. The Sealbag® is available at all Handover Locations.
2. In addition to the provisions of Article 14.1.2, if a Mail Item sent as registered with declaration of value/insured conveyance is lost, damaged or delayed, or if all or a part of the contents are missing, the Customer may claim compensation for the material damage of the Mail Item, up to the declared value within the meaning of Article 8.3 of these General Conditions.
3. If a Mail Item sent as registered with declaration of value/insured conveyance containing cash, negotiable instruments, precious metals, precious stones, pearls, objects or documents that have a value as an object of

art or as a collector's item, or any other valuables is lost, damaged or delayed, or all or part of the contents are missing, the Customer may only claim compensation for the damage or loss of the contents of the Mail Item if a Sealbag® was used; in all other cases compensation for loss or damage will not exceed €50 within the meaning of Article 8 of these General Conditions.

4. A Transport Document will be drawn up for the Postal Conveyance of registered Mail Items with declaration of value/insured conveyance. PostNL M&S does not make the Collection Service available for Mail Items with declaration of value/insured conveyance.

### 14.3 Signature on delivery

1. Signature on delivery is a standard part of the service for Mail Items sent within the Netherlands using an Optional Service. The signature on paper or electronic signature serves as the proof of Delivery.
2. The Customer agrees in advance that, in the event of more than one Mail Item sent using an Optional Service being delivered to an Addressee at the same time, the Addressee will only be required to sign once for all Mail Items received at that time and that this signature on delivery will then be duplicated electronically by PostNL M&S as proof of Delivery.

*\* Further information about the way in which Mail Items with declaration of value must be packed, addressed, franked and sealed can be obtained from PostNL Business Service on +31 88 868 6868 and from any Handover Location.*

# Article 15

## Delivery

### 15.1 General

1. Except where otherwise agreed in writing, Mail Items will be delivered to Addressees from Tuesday to Saturday, except on generally recognised public holidays, unless this cannot reasonably be expected of PostNL M&S. Notwithstanding that stated above, Mail Items sent using Optional Services, as referred to in Article 14 of these General Conditions, will not be delivered on Saturdays. PostNL M&S will endeavour to deliver such Mail Items the following Monday, except if this falls on a generally recognised public holiday.
2. Mail Items 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 Mail Item.

### 15.2 Rules for the Delivery of Mail Items sent using an Optional Service

1. Mail Items requiring a signature on receipt will be delivered to the Addressee, his or her authorised representative or an adult member of the same household.\* The person who signs for the delivery may be required to produce proof of identity.
2. If a Mail Item as referred to above is not delivered at the Address of the Addressee, it will be handed over only if the person who signs for it can show that they are the person lawfully entitled to it.
3. A Mail Item sent using an Optional Service will be handed over at the Address of the Addressee. In flats where there is an intercom but no lift, the Addressee may be asked to take receipt of such Mail Items downstairs.
4. If the Mail Item is addressed to a PO Box, a written note will be placed in the PO Box indicating the arrival of the Mail Item.
5. If there is no answer at the Address stated on the Mail Item when the Delivery attempt for Mail Items sent using an Optional Service is made, a written note will be left indicating how and when the Addressee may collect the Mail Item.

### 15.3 Rules for Delivery in special cases

1. PostNL M&S will only deliver Mail Items where Letterboxes for the delivery of Mail Items 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, Mail Items intended to be delivered to that Letterbox will be deemed to be undeliverable after PostNL M&S has instructed the Addressee to install a Letterbox that satisfies the requirements and if the Addressee has not done so within a period of one month (three months in new cases). PostNL M&S may immediately treat Mail Items 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 M&S.

2. Mail Items 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. Mail Items 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. Where a Mail Item requiring a signature on delivery is to be delivered, or if a Mail Item is not suitable to be put through a Letterbox, which is also deemed to include the letter slot, the procedure to be followed will be decided by agreement in each individual case.
4. Mail Items intended for bankrupt 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 Mail Items that PostNL M&S 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.

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

5. Mail Items addressed to a deceased person will be delivered to the Address stated on the Mail Item 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, that such mail be delivered to an alternative Address. In such cases, Mail Items requiring a signature on delivery will be handed over to a person authorised by all the heirs or to the executor or executrix of the estate.
6. Mail Items addressed to a natural person or a legal entity that has concluded a contract with PostNL M&S 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.

#### **15.4 Undeliverable items**

1. If a Mail Item 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 Mail Item will be returned immediately if it is refused by the Addressee, if the Address is incorrect or incomplete, if conditions are such that it is impossible to deposit mail in the Letterbox of the Addressee or if there is no Letterbox that satisfies the requirements. If the Mail Item must be handed to the Addressee and he or she is not at home, a note will be left and the Mail Item will be retained for the Addressee for three weeks at the Handover Location specified in the note. After this period, the Mail Item will be returned to the Customer if possible.
2. Undeliverable Mail Items that cannot be returned to the Customer (including when refused by the Customer) will be destroyed, with the exception of Mail Items deemed to be of value to the Customer or Addressee, which will be retained for one year, after which time they will pass to PostNL M&S. Any monies, valuables, etc. found in such Mail Items will be retained for a further twenty-four months, after which time they will pass to PostNL M&S. Undeliverable Mail Items containing perishable goods (such as fresh food items) will be destroyed immediately.

# Article 16

## Amendments and additions

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

# Article 17

## Special provisions

- 17.1** In addition to these General Conditions, Postal Conveyance performed by PostNL M&S under an Agreement, as referred to in these General Conditions, will be governed by the provisions of Book 8 of the Dutch Civil Code, except where these General Conditions or other agreements made with the Customer provide otherwise.
- 17.2** Agreements to which these General Conditions apply will remain in force if the legal form of PostNL M&S is altered.

# Article 18

## Inspection

These General Conditions are effective from 1 January 2012 and are available for inspection at all Handover Locations and via [postnl.nl](http://postnl.nl). Copies can be obtained free of charge from the PostNL Business Service (tel. +31 88 868 6868).



For more information please call +31 88 868 68 68 or visit our website [postnl.nl](http://postnl.nl)

