

# General conditions

For the transport of goods

2011

TNT Post Pakketservice Benelux B.V., Hoofddorp, The Netherlands  
Amsterdam Chamber of Commerce reg. no. 34337145



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# Article I

## Definitions

In these general conditions the following definitions apply:

### TNT Post Parcel Service

TNT Post Pakketservice Benelux B.V., with its registered office in Hoofddorp, The Netherlands;

### Sender

the customer/contracting party entering the agreement with TNT Post Parcel Service;

### Addressee

the party to which TNT Post Parcel Service is to deliver the Item pursuant to the Transport Agreement;

### Item

a transport unit (such as a parcel, roll container, pallet or freight unit) handed over to TNT Post Parcel Service for transport, intended for an Addressee and accompanied by a Transport Document;

### International Item

(presently a EU-Pack Special [EPS] parcel, Global Pack parcel or single Item sent within the EU [heavier than 20kg]), an Item being sent to an area outside of the Netherlands (outgoing) or an Item originating from such an area (incoming);

### Consignment

a number of Items handed over for transport at the same time and on behalf of the same Sender, subject to terms agreed with the Sender regarding, for example, the applicable fee, minimum handover quantities, time of handover and the Handover Location;

### Transport Agreement

an agreement for transport concluded between TNT Post Parcel Service and the Sender governed by these conditions;

### Transport Document

a document (or combination of documents) attached to or enclosed with an Item, specifying the details required for transport thereof, such as the sender's address, the address of the Addressee, barcode and item number;

### Handover Location

a site or facility designated by TNT Post Parcel Service for handing over goods for transport;

### Service Level

the entirety of the conditions agreed between TNT Post Parcel Service and the Sender relating to services provided for transport;

### Optional Service

Extra Cover, Signature on Delivery, COD and Checkpay.

# Article 2

## Applicable regulations

The following conventions and conditions apply to all activities and agreements of TNT Post Parcel Service:

- **National carriage of goods by road:**  
the General Transport Conditions 2002 (AVC), and the updated version of the same as published by the Stichting Vervoeradres and filed at the office of the District Court in Amsterdam and Rotterdam;
- **International carriage of goods by road:**  
Convention on the Contract for the International Carriage of Goods by Road (CMR), in the version ratified by the Netherlands;
- **Carriage by air:**  
Convention for the Unification of Certain Rules Relating to International Carriage by Air, in the version ratified by the Netherlands (Warsaw Convention).

In addition to these conventions and conditions, the following provisions apply:

# Article 3

## Conflicting provisions

Where there is a conflict of provisions, the provisions of these General Conditions will prevail over any provisions of the AVC, non-mandatory statutory provisions or the provisions of the conventions and conditions listed in Article 2.

# Article 4

## Handover conditions

- 4.1** TNT Post Parcel Service uses its own Transport Documents as the consignment note. All Items must be accompanied by a fully and correctly completed Transport Document. The Sender's name and address in the Netherlands must always be stated on the Transport Document. It is the responsibility of the Sender to ensure that the Item is properly packed in a way suited to the nature and contents of the Item.
- 4.2** Items must be handed over at the designated Handover Location. TNT Post Parcel Service may designate different Handover Locations for different categories of Items.
- 4.3** For handing over a Consignment, TNT Post Parcel Service may set additional handover conditions relating to the rate, minimum handover quantities, time of handover and Handover Location.
- 4.4** If a contract to this effect has been signed between the Sender and TNT Post Parcel Service, the Sender may notify TNT Post Parcel Service of the planned handover of Items by means of an "electronic pre advice". The contract will regulate, in addition to other matters, the manner in which Items are to be handed over for transport and the manner in which the Sender may obtain information on the Items handed over for transport.

# Article 5

## Rates and charges

The rates and charges due for services provided on the basis of the Transport Agreement will be determined by the rates (as published by TNT Post) corresponding to the Service Level agreed on acceptance of the Items for conveyance and by the information recorded by TNT Post Parcel Service with respect to quantity, weight, size and the destination of the Item.

# Article 6

## Payment

- 6.1** Except where agreed otherwise, payment of sums due will be made upon the acceptance of the Item for transport. If it has been agreed that payment will be made on account, TNT Post's Conditions of Payment will apply.
- 6.2** If an agreement has been concluded between the Addressee and TNT Post Parcel Service relating to the transport of Items to a designated business reply number, the sums due for transport of business reply items without Optional Services will be payable by the Addressee.

# Article 7

## Refusal, suspension or termination of transport

**7.1** TNT Post Parcel Service may refuse, suspend or terminate transport of an Item if:

- the Sender fails to comply with the requirements set out by TNT Post Parcel Service for acceptance of the Item (with respect to payment, Handover Location, provision or reporting of information, use of a Transport Document, use of a barcode, packaging, contents, weight, size, etc.);
- transport of the Item might cause a danger to persons or property; this will apply in any case to any instance of transport of goods governed by national or international law or regulations on the transport of dangerous goods;
- transport would be in contravention of the law or other government regulations, or if TNT Post Parcel Service suspects that the transport would be in contravention of the law or other government regulations;
- the Sender fails to meet the financial obligations under another agreement with TNT Post Parcel Service;
- TNT Post Parcel Service has any other valid reason to refuse, suspend or terminate transport ww.
- TNT Post Parcel Service will when asked state the reasons for taking a

measure specified in this article. Reasons may include, but are not limited to, natural disasters, war or armed conflict, strikes, etc.

**7.2** If TNT Post Parcel Service refuses, suspends or terminates the transport of an Item, it will where possible provide the Sender with an opportunity to take possession of the Item (and any documents supplied) and the Transport Agreement will be terminated. Without prejudice to its right to demand compensation for any costs (including additional costs) incurred, TNT Post Parcel Service will be entitled to demand payment of the sums due for the transport.

# Article 8

## Amendments to the Transport Agreement

Except where explicitly agreed with the Sender or the Addressee, the Service Level and/or the delivery address may not be changed once an Item has been accepted for transport. The Sender may request that an Item be returned at any time up to the point of delivery. TNT Post Parcel Service will endeavour to comply with any such request.

# Article 9

## Performance of the Transport Agreement by TNT Post Parcel Service

Without prejudice to its rights and obligations under the Transport Agreement, TNT Post Parcel Service reserves the right to contract third parties to perform all or part of the Transport Agreement.

# Article 10

## Delivery times

- 10.1** TNT Post Parcel Service aims to deliver Items to the address provided by the Sender within the course of the first working day following the day that they were accepted for transport, with the exception of International items within the meaning of Article 10.3. Items accepted for transport on Saturday will generally be delivered on the following Tuesday.
- 10.2** The Sender or the Addressee will only have the right to make a claim in respect of delivery times stated by TNT Post Parcel Service if explicitly agreed in writing for the Item in question.
- 10.3** Delivery times for the transport of (outbound) International Items are dependent on the country or area of destination and on the Service Level chosen by the Sender.

# Article 11

## Liability

- 11.1** In the event of loss or damage and in the event of the delay of Domestic Items, TNT Post Parcel Service will be liable in accordance with the provisions of the AVC.
- 11.2** For International Items the liability regime of the CMR (in the case of international road transport, including ferry transport where applicable) or the Warsaw Convention (in the case of transport in part or in whole by air) applies.
- 11.3** TNT Post Parcel Service reserves the right to, within the scope of performing the transport service, include instructions on the packaging used for the Item and assumes no responsibility for any damage to this packaging.

# Article 12

## Optional services

Subject to the terms of these General Conditions, the Service Level may be extended to include one or more of the Optional Services set out in this article, subject to payment of the applicable fee.

### 12.1 Extra Cover

- 1 Except where explicitly agreed otherwise, as regards the damage to or loss or delay of an Item sent with Extra Cover containing monies, 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 and travel documents, TNT Post Parcel Service will only pay compensation in accordance with the standard limits provided for in the AVC or the Conventions.
- 2 At the Sender's request, items may be sent with Extra Cover, subject to payment of the applicable fee, as determined by TNT Post Parcel Service. Domestic Items containing monies, 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 and travel documents should be sent with Extra Cover of € 5.500,-.
- 3 When Extra Cover is used, the insured value must be stated on the Transport

Document in the way prescribed by TNT Post Parcel Service. Statement of the insured value will be interpreted as an explicit agreement to increase the liability of TNT Post Parcel Service, as referred to in section 1102 of Book 8 of the Dutch Civil Code.

- 4 Should TNT Post Parcel Service be proven liable for loss of or damage to an Item sent with Extra Cover, the Sender or the Addressee may claim a refund of the shipping charges as well as compensation for the damage to the goods constituting the Item, subject to a maximum of the amount of Extra Cover.
- 5 The provisions of the CMR and the Warsaw Convention regarding "special interest in delivery" (respectively Article 26 of the CMR and Article 22, paragraph 2 of the Warsaw Convention) apply mutatis mutandis. Extra Cover up to a maximum of € 200,- per Item, regardless of the contents of the parcel, applies to Global Pack Items (International Items sent outside the European Union, with the addition of Greece, Malta and Cyprus). This applies to both single-item mail Items and to Consignments.

\* Examples of negotiable instruments include telephone cards, gift certificates and gift cards, admission tickets, and securities.

- 6 The provisions of Articles 12.1.1 to 12.1.5 (inclusive) do not apply to single-item mail Items for which a separate contract has not been concluded. The following provisions apply in such cases:
  - Extra Cover up to a maximum of € 500,- per parcel, regardless of the contents of the parcel, is included in the Service Level for Domestic Items, with the exception of Domestic Items weighing between 10 and 30kg sent without Optional Services, and for International Items, with the exception of Global Pack Items and Items with Track & Trace weighing between 20 and 30kg sent within the European Union, with the exception of Greece, Malta and Cyprus.
  - Extra Cover up to a maximum of € 500 per parcel may be agreed on request for Domestic Items, with the exception of Items weighing between 10 and 30kg sent without Optional Service, and for International Items with Track & Trace weighing between 20 and 30kg sent within the European Union, with the exception of Greece, Malta and Cyprus.
- 7 TNT Post Parcel Service will determine whether the Sender is entitled to any compensation within

the meaning of Article 12 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.

## 12.2 COD

- 1 At the Sender's request, Domestic Items may be sent COD (Collect on Delivery), subject to payment of the applicable fee, as determined by TNT Post Parcel Service.
- 2 If a Item sent using the COD service is lost, damaged or delayed, TNT Post Parcel Service will only be liable for damage in accordance with the provisions of Article 11. TNT Post Parcel Service is not liable for any other damage, with the exception of damage caused by intent or through gross negligence on the part of its management.
- 3 TNT Post Parcel Service will be entitled to set off COD amounts that have been collected (electronically or in cash) but that have not yet been remitted to the Sender against amounts still owing by the Sender.

### 12.3 “CheckPay”

- 1 At the Sender’s request, Domestic Items may be sent using the CheckPay service, subject to payment of the applicable fee, as determined by TNT Post Parcel Service. Additional conditions apply to the use of the CheckPay service.
- 2 If a Item sent using the CheckPay service is lost, damaged or delayed, TNT Post Parcel Service will only be liable for damage in accordance with the provisions of Article 11. TNT Post Parcel Service is not liable for any other damage, with the exception of damage caused by intent or through gross negligence on the part of its management.

### 12.4 Signature on delivery

- 1 At the Sender’s request and subject to payment of the applicable fee, as determined by TNT Post Parcel Service, a recipient may be required to provide a signature on delivery before the Domestic Item is handed over. If the Optional Service Extra Cover and/ or COD is requested, signature on delivery is automatically included in the Service Level.
- 2 Signature on delivery is included in the Service Level for International Items, with the exception of International

Items without Optional Service.

- 3 Instead of obtaining a handwritten signature in ink on the paper distribution list, the signature is recorded using an electronic signature recording device. The sender and TNT Post Parcel Service agree that they will accept this “digital signature”, or a copy thereof printed on paper where necessary, as proof of delivery. The sender will inform the Addressee about this “digital signature”.
- 4 The Sender agrees in advance that, in the event of more than one Item or Consignment being delivered to the Addressee at the same time (whether or not all the Items were handed over for transport by that particular Sender or in combination with other senders), a single signature on delivery will be placed by the Addressee for all Items or Consignments received at that time and that this signature on delivery will then be duplicated digitally in order to be provided to the Sender per individual Item or Consignment as the Addressee’s confirmation of delivery. The Addressee may not seek recourse from TNT Post Parcel Service due to non-delivery or late delivery of the individual Item or Consignment or claim any other rights following placement of the one-off signature on delivery.

- 5 The Addressee may opt to have delivery made to a neighbour, in which case the “signature on delivery” by the neighbour will be deemed to be a valid “signature on delivery” of the Addressee.

# Article 13

## Method of delivery

### 13.1 General

- 1 TNT Post Parcel Service makes deliveries on every day of the week except Sundays and public holidays, unless this cannot reasonably be expected of TNT Post Parcel Service. TNT Post Parcel Service reserves the right not to deliver certain categories of Items on Saturdays, in which case it will publish timely notification hereof.
- 2 Delivery will be made to the address stated on the Item or to an alternative address provided by the Addressee. TNT Post Parcel Service reserves the right to deliver a Domestic Item without Optional Services, a Domestic Item with “signature on delivery” or an International Item that cannot be delivered to the designated address of the Addressee to the address of a neighbour\* of the Addressee. In such case, TNT Post Parcel Service will leave a note to this effect in the letterbox of the Addressee. The transport and the responsibility of TNT Post Parcel Service under the Transport Agreement will end when the Item is delivered to the neighbouring address. If it should prove not possible to deliver the Item to an immediate neighbour either, or if an Item is being conveyed with one or more Optional Services, a written note will be left in

the letterbox of the Addressee stating where and when the Addressee can collect the Item.

- 3 The conditions of delivery set out in Article 13.1.1 and 13.1.2 apply to Domestic Items and incoming International Items. The conditions of delivery for outbound International Items may vary from country to country.

### 13.2 Method of delivery

Delivery may be made by:

- A. depositing the Item into a letterbox or other suitable facility at the address stated on the Item;
- B. depositing the Item into the PO Box of the Addressee;
- C. manual delivery to the Addressee, to an adult member of the Addressee’s household\*, an authorised representative of the Addressee or to an employee of the organisation stated as Addressee on the Item;
- D. leaving the Item with a neighbour (see Article 13.1.2).

*\*The Sender may request that the Item be delivered only to the Addressee, in which case the Item will not be delivered to a neighbour. The Sender needs to make this request clear on the address side of the Item; a free sticker is available at postal outlets for this purpose.*

### **13.3 First and second delivery; retention**

- 1 If it proves impossible to deliver an Item by posting in a suitable facility or by manual delivery to the Addressee or an otherwise appropriate person, TNT Post Parcel Service will retain the Item for a period not exceeding three weeks. The retention conditions for outbound International Items may vary from country to country.
- 2 If delivery has proved impossible and TNT Post Parcel Service has retained the Item, the Addressee will be notified in writing of a possible second delivery attempt, the period for which and the place where the Item will be retained, the time periods when the Item can be collected from the place where it is being retained, and the procedure employed if delivery cannot be made – for whatever reason – within the retention period.
- 3 TNT Post Parcel Service will not retain any Items which it is known or suspect containing perishables.

### **13.4 Procedure for undeliverable Items**

- 1 If the Addressee refuses to take delivery of an Item or does not collect the Item from a collection point/PO

Box location (within the maximum collection period of three weeks) or if retention of the Item is impractical for TNT Post Parcel Service because of its known or suspected contents, the Item will be returned to the Sender (International Items will be returned to the foreign sender of the Item).

- 2 Items that for whatever reason cannot be returned to the Sender will be retained by TNT Post Parcel Service for a period of approximately twelve months for collection by the Sender or Addressee, unless TNT Post Parcel Service knows or considers it likely that the Item itself or the contents of the Item are of no value, or the nature of the contents would make retention impractical for TNT Post Parcel Service, in which case TNT Post Parcel Service reserves the right to destroy the Item or to otherwise dispose of the Item in the manner it sees fit. Items that are considered to be of value will pass to TNT Post Parcel Service after the period of twelve months, referred to above, has elapsed. If TNT Post Parcel Service does not return an Item, it will make every reasonable effort to inform the Sender of the manner in

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

which it disposed of the Item.

- 3 If the Sender refuses receipt of a returned Item or does not collect the Item from a collection point/PO Box location (within the maximum collection period of three weeks), TNT Post Parcel Service will assume that the contents of the Item are no longer of value to the Sender and TNT Post Parcel Service may dispose of the Item in the manner it sees fit.
- 4 If the Item cannot be delivered in accordance with the Service Level regarding delivery and retention, TNT Post Parcel Service will be entitled to charge the Sender for the costs, in part or in whole, of returning, retaining and/or destroying the Item.

# Artikel 14

## Information to the customer and/or addressee

Within a period of thirty days from the day of acceptance for transport of the Item, the Sender or the Addressee may contact TNT Post Parcel Service to obtain information on the performance of the Transport Agreement, provided that he or she can quote the barcode number on the Transport Document. For COD Items notification may be made by the Sender up to a maximum of six weeks. After the respective time period has expired, TNT Post Parcel Service reserves the right to charge administration costs for first and subsequent enquiries.

# Artikel 15

## Notification of damage

TNT Post Parcel Service will assume that the Transport Agreement has been performed according to the specified Service Level, unless it receives notification from the Sender or Addressee within thirty days of the handover date that the Item has not been received. For COD Items notification may be made by the Sender up to a maximum of six weeks.

# Artikel 16

## Applicable law and arbitration

**16.1** All Transport Agreements are subject to Dutch law.

**16.2** Disputes involving financial sums that exceed the maximum amounts for the jurisdiction of the civil section of the sub-district court (where appeal is an option) will be heard in first instance by the competent court in Rotterdam.

# Artikel 17

## Protection of personal data

TNT Post Parcel Service uses data recorded within the scope of the agreement for the purpose of carrying out the agreement and for the purpose of properly providing services. TNT Post Parcel Service may also use personal data to inform the person in question of products and services of TNT Post Parcel Service, its subsidiaries and other directly related companies, or third parties. It may therefore be necessary to provide these parties or third 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 TNT Post Parcel Service by writing to TNT Mail Holding B.V., Legal Affairs, PO Box 30250, 2500 GG THE HAGUE, stating his or her name/company name, address and postcode.

# Artikel 18

## Amendments to the conditions

TNT Post Parcel Service reserves the right to amend or supplement these conditions. Except where agreed or provided for otherwise, amendments or additions will apply until further notice to all Transport Agreements concluded on or after the date of introduction of such amendments or additions as made known by TNT Post Parcel Service.



# We are available when you need us

Contact our Business Service line  
at +31 (0)88 868 68 68  
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