

Conditions of payment

for Services Provided on
Account 2012

January 2012



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Article 1

General

These conditions of payment apply to the payment for Services provided on account by PostNL.

Article 2

Definitions

The following definitions apply to these conditions of payment:

- a. **PostNL:** the PostNL Group Company/Group Companies that has/have declared these conditions of payment applicable to the provision of Services on account;
- b. **PostNL Group Company:** a group company of PostNL N.V. within the meaning of Article 2:24b of the Dutch Civil Code;
- c. **Services:** postal conveyance services and other services, including the provision of goods within the framework of these conditions of payment, that can be provided on account;
- d. **Customer:** the party with whom PostNL has concluded an agreement for the provision of Services;
- f. **Deposit:** the sum deposited by the Customer into an account specified by PostNL at the start of the provision of the Services by PostNL.

Article 3

Customer number

- 3.1** The Services can be provided on account once PostNL has assigned the Customer a customer number under its name.
- 3.2** Whenever the Customer requests a Service from PostNL, the customer number that is to be used by PostNL for the collection of the payment for the Service must be provided.
- 3.3** The Customer is responsible for the payment of all amounts due for the Services rendered by PostNL and charged accordingly under the customer number.
- 3.4** The Customer may not request a Service on account for a third party unless this has been previously approved by PostNL.
- 3.5** The Customer will immediately inform PostNL in writing of any changes to information the Customer has previously provided.

Article 4

Deposits

- 4.1** For the Services to be provided on account, the Customer must first, at the start of the provision of the Services by PostNL, deposit a sum (hereafter called the “Deposit”) into an account specified by PostNL.
- 4.2** The Deposit will be equal to the estimated average invoice amount per billing period for the Services provided by PostNL to the Customer. The Deposit will be included on the first invoice. PostNL reserves the right to charge this Deposit prior to the first invoice if the total value of the Services provided/to be provided by PostNL before the first invoice date is expected to be higher than the Deposit.
- 4.3** PostNL will regularly check whether the Deposit is still sufficient to cover the estimated average amount per billing period for the Services provided by PostNL to the Customer. Should PostNL determine that the Deposit has diverged from the average amount owed per billing period since the amount of the Deposit was initially determined or since the most recent change to the Deposit, PostNL reserves the right to adjust the Deposit accordingly. After PostNL has informed the Customer in writing of the increase or decrease to the Deposit, the adjustment will be made on the next invoice by means of an additional charge or a credit.

Article 5

Term of payment

The Customer must pay the total amount of the invoice within ten days of the invoice date to the account indicated by PostNL. Payment may not be made in any other manner.

Article 6

Overdue invoices

- 6.1** If the invoiced amount has not been received by PostNL within ten days of the invoice date, the Customer will be in default, without notice of default being required. From the date of default, the Customer will be obliged to pay the statutory interest rate within the meaning of Article 6:119a of the Dutch Civil Code.
- 6.2** Should the Customer be in default of payment, PostNL will be entitled to recover any reasonable out-of-court debt collection costs as well as any costs of litigation.
- 6.3** PostNL will have the right to apply all or a part of the Deposit against amounts due on an invoice, the interest as referred to in Article 6.1 and the out-of-court debt collection costs as referred to in Article 6.2:
- a.** if the Customer is in default, as referred to in Article 6.1;
 - b.** if the Customer has requested or has been granted debt restructuring, suspension of payments or has been declared insolvent; or
 - c.** if the Customer in any other manner loses the power to dispose of its capital. If PostNL has exercised this right to apply the Deposit as stated above, upon the first request of PostNL, the Customer will immediately supplement the Deposit. PostNL will resume provision of the Services on account for the Customer only after the Deposit has been supplemented.

Article 7

Right to demand advance payment

- 7.1** In, but not limited to, the following cases, PostNL will be entitled to demand that the Customer issues a payment in advance for the Services to be provided:
- a.** if, for the Services being requested, the amount to be charged is higher than the Deposit as referred to in Article 4;
 - b.** if the Customer is in default within the meaning of Article 6.1, or if the Customer has not yet supplemented the Deposit in accordance with the requirements;
 - c.** if the Customer requests or is granted debt restructuring or suspension of payments or is declared insolvent, or if the Customer in any other manner loses the power to dispose of its capital.
- 7.2** PostNL is not obliged to provide Services if no payment has been made. PostNL may decide not to demand payment in advance in the cases referred to in Article 7.1 if it deems that the Customer has provided sufficient security to meet its payment obligations.

Article 8

Cancellation of the customer number

- 8.1** If the Customer informs PostNL in writing that it wishes to have its customer number cancelled, PostNL will comply with this request as soon as possible.
- 8.2** PostNL has the right to cancel the customer number of the Customer in, but not limited to, the following cases:
- a.** if, even after payment has been demanded, the Customer remains in default as referred to in Article 6.1;
 - b.** if the Customer acts in contravention of Article 3.2 or 3.4;
 - c.** if the Customer has requested or has been granted debt restructuring or suspension of payments or has been declared insolvent;
 - d.** if the Customer in any other manner loses the power to dispose of its capital.
- 8.3** PostNL has the right to cancel the customer number of the Customer if, for six consecutive months, the Customer has not requested from PostNL any Services that have been charged through that particular customer number.
- 8.4** PostNL will refund the Deposit to the Customer within thirty days of the written notification (or confirmation) of the cancellation of the customer number. Prior to the Deposit being refunded, any invoice amounts due, as well as any interest applying to these amounts as referred to in Article 6.1 and the out-of-court debt collection costs as referred to in Article 6.2, will be deducted.

Article 9

Invoice disputes/set-off

- 9.1** Should the Customer deem the invoice amount to be incorrect in whole or in part, the Customer must inform PostNL of this within three months of the invoice date. Unless the Customer has proof to the contrary, the accounts of PostNL will be deemed to be correct. If the Customer disputes an invoice amount, this will not result in suspension of payment obligations. If the Customer disputes an invoice amount after expiration of the three-month claim period, PostNL will be entitled to charge the Customer administration costs.
- 9.2** Unless the Customer has been provided prior written permission from PostNL, the Customer will not be entitled to deduct, in part or in whole, the amount of a claim from an invoice amount.

Article 10

Final provisions

- 10.1** These conditions come into effect on 1 January 2012 and may be referred to as “Conditions of Payment for Services Provided on Account”.
- 10.2** PostNL is entitled to amend these conditions of payment and to declare the amended conditions of payment applicable to existing agreements.
- 10.3** If PostNL declares that the amended conditions of payment apply to existing agreements, PostNL will promptly inform the parties involved of the amendments. The changes enter into effect thirty days following written notification thereof or at a later date as stated in the notification.
- 10.4** If the Customer does not wish to accept an amendment to the conditions of payment, the Customer may cancel the agreement concerned as of the date on which the amendment comes into effect.
- 10.5** These conditions of payment are subject to Dutch law.

For more information please call +31 88 868 68 68 or visit our website postnl.nl

