

General Terms and Conditions

Collection Service and Delivery
Service 2014




postnl

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Koninklijke PostNL B.V., The Hague Commercial
Register Chamber of Commerce Haaglanden no.
27124700

Article 1

General

These General Terms and Conditions apply to the Delivery Service and Collection Service services where they are declared to be applicable by any company that is part of the PostNL group (hereinafter referred to both jointly and separately as 'PostNL') to services provided by this company, as described in the Delivery and Collection Service brochure from PostNL. The Delivery Service and Collection Service are also governed by the General Conditions of Carriage 2002 (latest version), unless these are expressly deviated from below or in the separate written agreements reached with the Client, as set out in Article 10. Any general terms and conditions used by the Client expressly do not apply to the Delivery Service and Collection Service.

Article 2

Definitions

The terms below have the following meaning in these General Terms and Conditions:

- a. Delivery address:**
The address in the Netherlands agreed with the Client where mail items are accepted by or on behalf of them from PostNL after carriage as part of the Delivery Service.
- b. AVC:**
The General Conditions of Carriage 2002, always in the latest version as published by the Stichting Vervoeradres foundation and filed at the offices of the district courts in Amsterdam and Rotterdam.
- c. AVG:**
The General Conditions for Goods Carriage of PostNL Pakketten Benelux B.V. (latest version).
- d. AVP:**
The General Terms and Conditions for the Universal Postal Service of Koninklijke PostNL B.V. (latest version).
- e. AVPB:**
The General Terms and Conditions for the Conveyance of Bulk Letterbox Mail of Koninklijke PostNL B.V. (latest version).
- f. Delivery Service:**
The carriage of mail items by PostNL from the Postal Outlet to the Delivery Address.
- g. Collection address:**
The address in the Netherlands agreed with the Client where mail items are made available by or on behalf of them to PostNL for carriage as part of the Collection Service.
- h. Collection Service:**
The carriage of mail items by PostNL from the Collection Address to a Postal Outlet.
- i. Client:**
The natural person or legal entity that has entered into an agreement with PostNL regarding the Delivery Service and/or Collection Service.
- j. Postal outlet:**
A PostNL service point intended for the acceptance of and/or provision for collection of mail items for carriage as part of the Delivery Service and Collection Service.
- k. Service:**

The services offered by PostNL as part of the universal postal service: 'Registered' and the 'Insured Mail service'.

Article 3

Delivery Service

- 3.1** The Delivery Service applies solely to all mail items that are intended for a PO Box (address) for which a valid PO Box agreement has been entered into with PostNL.
- 3.2** Unless agreed otherwise with the Client, PostNL will deliver the mail items to the delivery address packed in bags or trolleys. Packages can be delivered loose if required.
- 3.3** The Delivery Service is provided from Monday to Saturday, with the exception of generally recognised public holidays, unless this cannot reasonably be expected of PostNL.

Article 4

Collection Service

- 4.1** The Collection Service applies solely to mail items up to and including 30 kg per item, which are provided by the Client using the agreed method at the Collection Address and which are then provided and conveyed for delivery to the Postal Outlet on behalf of an for the account and at the risk of the Client, or a third party represented by the Client, subject to the AVP, AVPB or AVG, with the exception of mail items with a Service (Registered or the Insured Mail service).
- 4.2** Unless agreed otherwise with the Client, the Client will provide the mail items to PostNL at the collection address packed in bags, bins or trolleys to be provided by PostNL. Packages that are ready for carriage can be provided loose for carriage, if required.
- 4.3** The Collection Service is provided from Monday to Friday, with the exception of generally recognised public holidays, unless this cannot reasonably be expected of PostNL.

Article 5

Shipping

Maximum weights apply for the shipping of transport receptacles provided by PostNL. The following maximum weight applies for the contents of bags, bins, cages and trolleys:

- Bags or bins: 20 kg
- Cages or trolleys: 325 kg

Article 6

Valuable goods

Unless agreed otherwise with the Client, PostNL will not provide any Delivery Service and Collection Service for mail items where the full or partial content is money, securities or valuable items (such as precious metals, gemstones and items or documents with an artistic or collector's value).

Article 7

Agreement

The agreement regarding the Delivery Service and/or Collection Service is entered into in writing, or is confirmed in writing by PostNL to the Client. The agreement is entered into for an indefinite period, unless agreed otherwise with the Client. The agreement can be terminated by either of the parties, subject to a notice period of (at least) one month, in writing on the first day of a month and, if PostNL makes amendments to the specifications and agreements, rates and these General Terms and Conditions, by the Client as set out in Articles 9 respectively 14 and 17.

Article 8

Termination

In addition to the cases set out by law, an agreement regarding the Delivery Service and/or Collection Service can be terminated in the interim by either of the parties in the following cases, with immediate effect:

- a. In the event of bankruptcy (or if the party in question applies for bankruptcy), in the event of (an application for) a moratorium on payment by one of the parties, or in the event of debt restructuring by the Client.
- b. If the Client or the third party for whose account and under whose responsibility the Delivery Service and/or Collection Service is carried out fails to meet their payment obligations towards PostNL under the Delivery Service and/or Collection Service.
- c. If the activities are terminated or if the Client's company relocates.
- d. Delivery Service: in the event of the termination of the PO Box agreement between the Client and Koninklijke PostNL B.V.

Article 9

Amendment of specifications and agreements

If PostNL believes it is in its business interests to do so, PostNL is authorised to amend the specifications stated in the brochure for the Delivery and Collection Service for the services to be provided and the agreements with the Client arising from article 10, letters a. to n. Except for where there is a clear need for immediate implementation, any such amendment will be made after notice to the Client and will not take effect earlier than one month after this notice. If PostNL exercises the power described in this article, the Client is entitled to cancel the agreement in writing up to one week before the implementation of the notified amendment at the latest, with their reasons, per the date of implementation of the amendment, if the amendment will have considerable disadvantages for the Client.

Article 10

Written confirmation

When entering into an agreement regarding the Delivery Service and/or Collection Service, and on any amendment to this agreed between the parties, the following details will be set out in writing (required for the performance of the Delivery Service and Collection Service):

- a. Name, address and registered office of the Client.
- b. Name and job title of anyone who is authorised to enter into the agreement with PostNL on behalf of the Client.
- c. Start date of the agreement.
- d. Start date of any agreed amendment.
- e. The services provided by PostNL.
- f. 1. For the Collection Service: The collection address for the Client.
- f. 2. For the Delivery Service: The delivery address for the Client.
- g. The type of packing units (bags, trolleys or loose packages) and the average number by packing unit per delivery and/or collection.
- h. The days when the agreed services are to be provided.
- i. For the Collection Service: the method of packaging and sorting of the mail items to be collected.
- j. 1 For the Collection Service: the time slot when the Client must make the mail items to be collected available to PostNL.
- j. 2 For the Delivery Service: the time slot when the Client must accept the mail items to be delivered.
- k. The type, maximum weight and maximum dimensions of the mail items to be delivered/collected.
- l. Additional or deviating agreements (such as the carriage of items as set out in article 6, or a different running time), as well as the rates to be charged for them.
- m. The name and telephone number of contact persons for the Client and for PostNL for any queries and notifications relating to the performance of the agreement.
- n. The customer number under which the payments due from the Client for the Delivery and/or Collection Service will be invoiced. If PostNL decides to make amendments as set out in articles 9 and 14, it will notify the Client of these in writing.

Article 11

Collection Service dispatch note

Unless otherwise agreed, the carriage of mail items under the Collection Service is carried out using a dispatch note (available from PostNL). This dispatch note must be completed in full by or on behalf of the Client and – where appropriate, together with the documents that are required for the subsequent carriage by PostNL as the mail item under AVP, AVPB or AVG – passed to PostNL with the mail items made available. When the mail items are accepted at the agreed Collection Address and on delivery to the Postal Outlet, the dispatch note will be signed for PostNL for receipt and for delivery. If requested in writing by the Client, PostNL will provide a copy of the signed dispatch note in its possession.

Article 12

Conditions of carriage

In accordance with the General Conditions of Carriage 2002 (latest version), PostNL is liable for loss, damage or delay in the delivery of mail items that it conveys under the Delivery Service and Collection Service. If the weight of a lost, damaged or delayed mail item cannot be determined individually, the liability is determined using the maximum loading weight permitted under these General Terms and Conditions for the receptacles for the transport of the lost, damaged or delayed mail items, as set out in article 5.

Article 13

Payment and rates

Unless expressly agreed otherwise, the payments and rates published in the brochure for the Delivery and Collection Service apply for the Delivery Service and Collection Service. These payments and rates are exclusive of the applicable VAT.

Article 14

Amendment of rates

PostNL is authorised to amend the payments and rates to be charged to the Client in accordance with the payments and rates published by PostNL in the latest brochure for the Delivery and Collection Service. If it intends to make such an amendment, it will notify the Client of this in writing at the latest one month before the amended payments and/or rates take effect. If the Client disagrees with the intended amendment by PostNL, they are entitled to cancel the agreement in writing up to one week before the amendment takes effect at the latest with effect from the start date of the amendment.

Article 15

Invoicing

The amounts due from the Client for the Delivery Service and/or Collection Service will be invoiced to the customer number assigned by PostNL to the Client. The payment is governed by the 'Payment conditions for services provided on account' (latest version). If an agreement for a Delivery Service and/or Collection Service is terminated, the Client is not entitled to a refund of amounts paid to PostNL in advance in relation to that agreement, unless agreed otherwise. This also applies if the Client does not wish or is unable to make (any further) use of the Delivery Service and/or Collection Service during the period of an agreement for a Delivery Service and/or Collection Service.

Article 16

Disputes

Any disputes that may arise in regard to agreements that are governed by these General Terms and Conditions, or in regard to other agreements that are related to them, will be settled by the competent court in The Hague.

Article 17

Amendment of General Terms and Conditions

PostNL is authorised to amend these General Terms and Conditions. If PostNL intends to do so, it will give notice of this by means of a general notification and/or a notification of this change to the Clients. The amended General Terms and Conditions will not take effect until one month after the notification relating to this amendment at the earliest. Except as described in the following paragraph, the amended General Terms and Conditions will also apply to existing agreements relating to the Delivery Service and/or Collection Service. If a Client does not wish to agree to the amended General Terms and Conditions, they are entitled to cancel the agreement in writing starting from the date when the amended General Terms and Conditions take effect. This cancellation must be made promptly, but at the latest one week before the amended General Terms and Conditions take effect.

Article 18

Start date

These General Terms and Conditions are effective from 1 July 2014. They can be referred to as: General Terms and Conditions for the Delivery Service and Collection Service by PostNL. These General Terms and Conditions, the General Conditions of Carriage 2002 (latest version), the 'Payment conditions for services provided on account' (latest version) and the brochure for the Delivery and Collection Service will be provided free of charge on request and are available via the PostNL Business service and can be found at postnl.nl.

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More information

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

