

Additional Terms and Conditions for the transport of Shipments to the United States and Puerto Rico

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Article 1

Definitives

In these terms and conditions, the following definitions are understood:

Agreement

The existing agreement for postal and/or parcel transport between PostNL and the Customer.

Customer

The natural or legal person or entity with whom PostNL has entered into an Agreement.

Dangerous Goods

The dangerous goods specified in the latest versions of the International Civil Aviation Organisation (ICAO) Technical Instructions, the International Air Transport Association (IATA) Dangerous Goods Regulation, the International Maritime Dangerous Goods (IMDG) code, the European Agreement concerning the International Carriage of Dangerous Goods by ROAD (ADR) regulations The Universal Postal Convention (UPC) or any other national and/or international rules applicable to the transport, customs activities and/or the performance of services regarding dangerous goods, including but not limited to United States legislation such as the DOT (Department of Transportation) and TSA (Transportation Security Administration) regulations.

Dual Use Goods

Goods and/or Items that can be used for both civilian and military applications, subject to customs law governing the control for the export, transit and brokering for use of international peace and security and prevent the proliferation of Weapons of Mass Destruction (WMD).

PostNL

The legal entities forming part of PostNL N.V., including but not limited to Koninklijke PostNL B.V. and PostNL Pakketten Benelux B.V.

Prohibited Items

All (a) items which are prohibited by transport, postal or European conventions, the rules of any international air transport or other association or by any other (local) law or regulation in the country of origin, destination or any third country through which the items travel; (b) items for which PostNL did not obtain the necessary license and/or authorisation; (c) items which are generally acknowledged to be unsafe to handle or items which are illegal in the country of origin, destination or any third country through which the items travel; (d) items classified as hazardous, prohibited or restricted by any applicable statutes and regulations, including but not limited to United States legislation such as the DOT (Department of Transportation) and TSA (Transportation Security Administration) regulations.

Regulated Items

(a) Dangerous Goods, (b) Prohibited Items, and/or (c) any Items, where the legislation to enforce is assigned to the (local) customs authorities, including but not limited to its import and/or export, is assigned to the (local) customs authorities, such as but not limited to Dual Use Goods, excise goods and Items as excluded under the IOSS Scheme.

Terms and Conditions

These additional terms and conditions for the transport of shipments to the United States and Puerto Rico.

Article 2

Applicability

The provisions of these Terms and Conditions form an integral part of, and shall be read in conjunction with, the Agreement between the Customer and PostNL. In the event of any inconsistency or deviation between these Terms and Conditions and the Agreement, the provisions of these Terms and Conditions shall prevail.

Article 3

Obligations of the Customer

3.1

The Customer is obliged to provide PostNL and/or its subcontractor(s) in a timely manner with:

- a. All necessary data that must be provided by the Customer to PostNL for the purpose of the export declaration in the Netherlands and the import declaration in the United States and/or Puerto Rico;
- b. All cooperation reasonably required for the execution of the export declaration in the Netherlands and the import declaration in the United States and/or Puerto Rico;
- c. All precautions that the Customer knows or reasonably should know are important for PostNL and/or its subcontractor(s), and which must be taken for the execution of the export declaration in the Netherlands and the import declaration in the United States and/or Puerto Rico.

3.2

The Customer is and remains fully responsible for the accuracy, completeness, and lawfulness of the provided data. If the data is found to be incorrect or incomplete, the Customer shall, upon first request, provide the correct data to PostNL as soon as possible.

3.3

The Customer is responsible for the payment of all import duties, taxes (including VAT) and other charges. In the event of corrections or additional charges by the competent authorities and/or PostNL, the Customer is obliged to fully reimburse these costs to PostNL.

3.4

The Customer is obliged to provide PostNL and/or its subcontractor(s) with all required documentation and information if requested by the competent authorities.

3.5

The Customer guarantees that it shall not hand over any Regulated Goods, Dual-Use Goods, Dangerous Goods or Prohibited Goods to PostNL. Should this nevertheless occur, the Customer shall be fully liable for all damages, fines and claims and shall indemnify PostNL in full for this.

3.6

PostNL reserves the right to open shipments to check the content, value or origin of the goods. The Customer indemnifies PostNL for any damages resulting from such inspections.

3.7

The Customer guarantees that it is authorized to make the goods available to PostNL for the purpose of transport/export. PostNL is not responsible for the content of the shipments.

3.8

The Customer shall inform its own customers that customs clearance is carried out by PostNL (or its subcontractor), and that these parties may subcontract such activities to third parties.

3.9

The Customer shall provide all necessary data for customs clearance. This data shall be retained and made available upon request for a period up to 10 years after shipment.

Article 4

Change and/or termination of services and rates

4.1

PostNL is entitled to change these Terms and Conditions in whole or in part at all times, for example in the event of changed or new applicable laws and regulations. Changes to the Terms and Conditions will be announced in writing at least seven (7) days in advance. In the event of changes to applicable laws and/or regulations, amendments to these Terms and Conditions may take effect immediately upon notification.

4.2

Rates are listed in Appendix 1 and can be adjusted by PostNL. Changes to the rates will be announced in writing at least seven (7) days in advance. In the event of changes to applicable laws and/or regulations, amendments to the rates may take effect immediately upon notification.

4.3

PostNL reserves the right to terminate the services, in whole or in part, at any time without being liable for any compensation, regardless of the reason for such termination or modification. This may include, for example, situations arising from changes to applicable laws and/or regulations.

Article 5

Liability

5.1

Liability of PostNL for any damages, whether in contract, tort or otherwise, shall be explicitly excluded. For the avoidance of doubt, neither Party's liability is excluded or limited in relation to any liability that may not by mandatory applicable law be excluded or limited. This includes, but is not limited to:

- a. claims, damages and costs in relation to the provided information as described in article 2 regarding the export declaration in the Netherlands and the import declaration in the United States and/or Puerto Rico, or the documentation (and data) prepared by the Customer in relation to the transport Services.
- b. related to the export declaration in the Netherlands and the import declaration in the United States and/or Puerto Rico that relates to VAT and/or customs matters. In particular PostNL shall in no event be held liable for any claim arising from the export declaration in the Netherlands and the import declaration in the United States and/or Puerto Rico used by the Customer as proof of export and import in the Customer's VAT administration.

5.2

The Customer shall at all times indemnify PostNL for and hold PostNL harmless from and against any and all claims, costs, or damages arising from the export declaration in the Netherlands and the import declaration in the United States and/or Puerto Rico, regardless of whether these are caused by a breach of these Terms and Conditions, a breach of applicable laws and regulations, negligence, actions of customs or other supervisory or government authorities, or any other cause.

